

FFS No. 2627-7022-0007

INTERLOCAL AGREEMENT FOR
McKinney Vento /Special Needs Transportation Services

between

PUGET SOUND EDUCATIONAL SERVICE DISTRICT
800 Oakesdale Ave SW
Renton, WA 98057

And

BETHEL SCHOOL DISTRICT
516 176TH ST. EAST
SPANAWAY, WA 98387

1. **Purpose.** This Agreement between Puget Sound Educational Service District (PSESD) and Bethel School District (the District), is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035. PSESD and District are entering into this Agreement for the purpose of providing McKinney Vento "Homeless" Assistance Act and Special Needs transportation services.

2. **Term.**

2.1 Initial Term. The Initial Term for the Agreement shall be from September 1st, 2026, to August 31st 2027.

3. **Organization and Governance.** The parties agree PSESD will serve as the administrator for this cooperative undertaking and as such will govern and direct the operation of McKinney Vento /Special Needs transportation services. A separate legal or administrative entity is not being formed. As the Administrator, PSESD shall act in accordance with the terms of this Agreement and PSESD's adopted policies and procedures.

4. **Finance, Budget and Property.**

4.1 All personal property and assets acquired or received in connection with the obligations under this Agreement, including but not limited to equipment, materials, supplies and funds, shall be owned and retained by PSESD, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property will not be acquired.

4.2 Cost Overrun. It is the intention of PSESD to only recoup transportation costs that exceed annual apportionment. PSESD will maintain records indicating mileage based on individual childhood centers and prorate costs accordingly.

5. **Parties Obligations.** The parties agree to fulfill the following obligations:

5.1 Responsibilities of PSESD. PSESD will:

5.1.1 Create and oversee operation of Inter-district McKinney Vento "Homeless" Assistance Act /Special Needs transportation services for District students.

5.1.2 Be responsible for the employment of any necessary staff and the general administration of the agreement. Said staff and/or personnel shall not be considered employees of the district.

5.1.3 Collect state allocation revenue for eligible students based upon students transported.

5.1.4 Maintain or contract for the maintenance of buses.

5.1.5 Invoice the District for annual membership assessment, capital assessment and cost overruns as applicable in accordance with Section 4.

5.1.6 Send the District proposed amendments to this Agreement at least forty-five (45) days before the amendments would take effect, should they be agreed upon.

5.2 Responsibilities of the District. The District will:

5.2.1 Designate an individual to provide liaison with PSESD.

5.2.2 Provide to PSESD, as Cooperative Administrator, such data as may be deemed necessary by the Cooperative for statistical information purposed as related to management of the McKinney Vento service.

5.2.3 Pay all supplemental invoices for fee-for-service activities provided by PSESD, as per Section 5.1.

5.2.4 Pay PSESD in accordance with Section 4.

5.2.5 Discuss any additional services that are needed that are beyond the scope of the Agreement and execute mutually agreed upon amendments to this Agreement.

6. Assignment. Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.

7. Mutual Termination. This Agreement may be terminated by mutual agreement by the parties at any time by written notification.

8. Early Unilateral Termination.

8.1 Definition. An "early unilateral termination" is termination of the Agreement by either party prior to the expiration of the Initial or Renewal

Term, termination by the District without providing the written notice or termination due to funding limitations. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, the District's Superintendent or designee may, without advance notice and without liability for damages, terminate the Agreement under any such new funding limitations and conditions. Termination by a non-breaching party because of a breach by the other party. Early termination is likely to result in material adverse financial consequences. Accordingly, the District and PSESD agree to pay the damages set forth below, which is a reasonable reflection and estimate of the amount of damages the performing party will incur as a result of the unilateral early termination by the nonperforming party.

8.2 Damages Paid by the District. The District shall pay PSESD:

8.2.1 The balance of the fee that is owed under Section 4.1 above for remainder of the existing term, plus the fees owed for the upcoming Renewal Term if the District did not provide written notice before May 1st; and

8.2.2 The costs PSESD incurs as a result of the District's early termination, to the extent the costs exceed the amount the District is obligated to pay under 8.2.2. The costs PSESD incurs include, but are not limited to, compensation, benefits and other employment costs for ESD employees who provide services under this Agreement and indirect costs incurred to address the District's early termination.

8.3 Payment. The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice.

9. Employment Representation

During the term of this Agreement, an employee(s) of PSESD may have contact with public school children. Therefore, PSESD is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of PSESD to comply with this section shall be grounds for immediate termination of this Agreement.

Background Checks. Per law, consistent with RCW 43.43.834, PSESD shall require each applicant for employment or volunteer who may have contact with children or vulnerable adults to disclose whether they been convicted of a crime and/or had findings made against them in any civil adjudicative proceeding as defined in RCW 43.43.830.

By law, PSESD shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Agreement.

Pursuant to RCW28A.400.330, PSESD shall not permit any employee, subcontractor, intern, or volunteer from performing work under this Agreement who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended.

Failure to comply with this provision shall be grounds for the District immediately terminating the Agreement. PSESD shall incorporate this requirement into every subcontract it enters relating to services with the District.

10. Indemnification.

10.1. ESD. PSESD agrees to protect, defend, indemnify and hold the District, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from PSESD's negligent performance under this Agreement.

10.2. The District. The District agrees to protect, defend, indemnify and hold PSESD, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the District's negligent performance under this Agreement.

11. Force Majeure. PSESD and the District shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages in Section 8, if the failure to perform or action that gave rise to damages is a result of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.

12. Waiver. No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a party's failure to enforce the provision or rights to performance in a particular transaction or occurrence. Any and all waivers shall be in writing and signed by the party waiving the provision or its rights to performance. Any waiver that is not in writing shall not be binding or effective.

13. **Severability.** If any term of condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application and, to this end, the terms and conditions of this Agreement are declared severable.

14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in King County, Washington.

15. **Whole Agreement.** The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.

16. **Attorneys Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.

17. **Captions.** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.

18. **Opportunity Without Discrimination**. Per the requirements of state, local and federal laws, PSESD and the District agree not to discriminate on the basis of race, creed, religion, color, national origin, age, families with children, sex, honorably discharged veteran or military status, marital status, sexual orientation including gender expression or identity, or nonjob-related physical, sensory, or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for PSESD may be directed to PSESD at its address above.

19. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, PSESD and the District certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report located on the System for Award Management (SAM) official website of the U.S. government and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. PSESD and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.

20. **Authority.** The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions or delegation of authority by the respective boards of directors of PSESD and the District.

Contact Information

Partner Name: Bethel School District
Partner Representative: John West
Position: Director of Transportation
Address: 516 176th St. East, Spanaway, WA 98387
Telephone: 253-800-5930
Email: jrwest@bethelsd.org

Partner Name: PSESD
Representative: Jacqueline Mann
Position: Transportation Director
Address: 800 Oakesdale Ave SW, Renton, WA 98057
Telephone: 425-917-7886
Email: jmann@psesd.org

IN WITNESS WHEREOF, the District and PSESD have executed this Agreement on the date and year indicated below.

PUGET SOUND EDUCATIONAL SERVICE DISTRICT NO. 121

by: Jacque Mann (Jun 8, 2026 11:29:46 PDT) Date: 06/08/2026

Transportation Director

BETHEL SCHOOL DISTRICT

by: John R. West (Aug 10, 2026 10:07:17 PDT) Date: 08/10/2026

Director of Transportation

A countersigned copy will be returned to you.

AGREEMENT NUMBER: _2627-7022-0007__

REVENUE CODE: _01-R-960-7022-13_____

MKV BETHEL CONTRACT 2026-2027

Final Audit Report 2026-08-10

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