

RESOLUTION NO. 17-1199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL
AGREEMENT WITH THE CITY OF ENUMCLAW, KING
COUNTY, WASHINGTON FOR TRAFFIC SCHOOL
SERVICES

WHEREAS, Black Diamond and Enumclaw, through their respective Courts and Police Departments, desire to create a relationship whereby Enumclaw contracts for traffic school from Black Diamond; and

WHEREAS, Enumclaw and Black Diamond recognize that the community will benefit from individuals attending traffic school in lieu of certain traffic tickets being found committed on the driving record of that individual, and that Black Diamond already operates a traffic school through its police department; and

WHEREAS, the City Council of Black Diamond now desires to enter into an interlocal agreement pursuant to Chapter 39.34 RCW to provide such traffic school services to Enumclaw.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Interlocal Agreement with the City of Enumclaw. The Mayor is authorized to enter into the interlocal agreement for traffic school services, attached hereto as Attachment A.

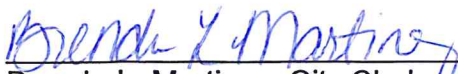
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF DECEMBER, 2017.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk

INTERLOCAL AGREEMENT
For
TRAFFIC SCHOOL
Between
THE CITIES OF BLACK DIAMOND & ENUMCLAW

In accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW), the cities of Black Diamond ("Black Diamond"), and Enumclaw ("Enumclaw"), each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

RECITALS

WHEREAS:

A. Black Diamond and Enumclaw, through their respective Courts and Police Departments, have declared their intent to create a relationship whereby Enumclaw contracts for traffic school from Black Diamond.

B. Enumclaw and Black Diamond recognize that the community will benefit from individuals attending traffic school in lieu of certain traffic tickets being found committed on the driving record of that individual, and that Black Diamond already operates a traffic school through their police department. Individuals who have been issued infractions by the Enumclaw Police Department, on the approved list, attached hereto as Exhibit A, and incorporated by reference herein, shall have the opportunity to take the Black Diamond traffic school in lieu of the infraction.

NOW, THEREFORE, Black Diamond agrees to provide and Enumclaw agrees to pay for traffic school for the benefit of the community of Enumclaw, and those individuals who have been issued infractions by the Enumclaw Police Department on the following terms and conditions:

I. TERM of AGREEMENT and RENEWAL

1.1 Term. This Agreement shall be valid for a period of two (2) years, commencing on December 1, 2017 and ending on November 30, 2019.

1.2 Renewal. This agreement shall renew every year after expiration of the current term, unless one of the parties wishes to discontinue the agreement. This agreement may be terminated at any time with 60 days notice.

II. DUTIES OF THE PARTIES

IV. MISCELLANEOUS PROVISIONS

- 4.1 Effective Date.** This Agreement shall be effective upon execution of the Parties.
- 4.2 Amendment.** This Agreement may be amended only upon consent of the Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.
- 4.3 Waiver.** The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.
- 4.4 Severability.** If any provision of this Agreement shall be held invalid, the remainder of this agreement shall not be affected thereby.
- 4.5 Entire Agreement.** This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 4.6 Counterparts.** This Agreement shall be effective whether signed by the Parties on the same document.
- 4.7 Notices.** Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

CITY OF BLACK DIAMOND

CITY OF ENUMCLAW

By *Curt Benson*

By *Liz Reynolds*
Mayor Liz Reynolds