

May 29, 1998  
dadkent

Introduced By:

LARRY GOSSETT

Proposed No.:

98-357

MOTION NO. **10484**

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A MOTION authorizing the County Executive to enter into an interlocal agreement with the Kent School District relating to the provision of educational services to inmates under the age of eighteen incarcerated at the Department of Adult Detention's Regional Justice Center.

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WHEREAS, the King County department of adult detention houses persons under the age of eighteen in the Regional Justice Center, and

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WHEREAS, RCW 72.09.460 (2) mandates that all inmates under the age of eighteen who have not yet met high school graduation or general equivalency diploma requirements have access to a program of education, and

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WHEREAS, the Kent School District is willing and able to jointly operate an education program at the Regional Justice Center;

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NOW, THEREFORE BE IT MOVED by the Council of King County:

The county executive is hereby authorized to execute an interlocal agreement, substantially in the form attached, with the Kent School District to provide an educational program for inmates under the age of eighteen at the Regional Justice Center.

PASSED by a vote of 12 to 0 this 22nd day of June

1996.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

*Bruce Miller*  
Chair

ATTEST:

*Edna Francis*  
Clerk of the Council

Attachments: Interlocal Agreement with the Kent School District

**INTERLOCAL AGREEMENT BETWEEN  
King County and the Kent School District  
for the Establishment of the Regional Justice Center Juvenile Educational Program**

THIS IS AN AGREEMENT between King County, a home rule charter county, and a political subdivision of the State of Washington, hereinafter referred to as "County", and the Kent School District, a public school as defined in Title 28A RCW and a political subdivision of the State of Washington, hereinafter referred to as "School District", as authorized by the Interlocal Cooperation Act, Revised Code of Washington Chapter 39.34.

WHEREAS King County constructed and began to operate the Regional Justice Center in Kent, Washington in March of 1997; and

WHEREAS the Detention Facility at the Regional Justice Center is a juvenile education institution which houses remanded persons under the age of eighteen; and

WHEREAS the Legislature has mandated that all inmates under the age of eighteen who have not met high school graduation or general equivalency diploma requirements have access to a program of education; and

WHEREAS the County and the School District wish to jointly operate an educational program at the Regional Justice Center Detention Facility.

NOW THEREFORE, the County and the School District agree as follows:

1. *Responsibilities of the Kent School District.* The School District promises:
  - 1.1. To establish, implement, and monitor educational programming and program curricula in accordance with School District standards and in consultation with the Director of the King County Department of Adult Detention (hereinafter "Director").
  - 1.2. To provide sufficient certified instructors to meet the program goals as determined by the Director and the Superintendent of the School District (hereinafter "Superintendent"). At a minimum, the number of instructors provided shall be sufficient to operate an educational program for 220 days per school year. These instructors shall be employees of the School District. All School District employees assigned to the program shall be compensated and receive benefits consistent with established School District rates and shall comply with the policies adopted by the Board of Directors of the School District.

- 1.3. To provide all text books and other instructional materials for use in the program.
  - 1.4. To fund the instructors, text books, and instructional materials it provides. All such funding shall come solely from those funds allocated for this purpose by the Office of the Superintendent of Public Instruction. However, nothing in the preceding sentence shall limit the School District's ability to make additional resources available at its discretion.
  - 1.5. To appoint a School District employee to act as a liaison with the County.
  - 1.6. To negotiate with the County a written exception to any School District policy which substantially interferes with security or operations at the Regional Justice Center Detention Facility. If appropriate, a collective bargaining representative of affected employees may participate in such negotiations.
  - 1.7. To retain sole responsibility for evaluations and/or discipline of School District employees participating in the program. Such evaluations and/or discipline shall be conducted in accordance with the School District's established criteria and procedures.
  - 1.8. To permit the County to conduct a background check requiring the submission of criminal history information and references for every School District employee entering the Detention Facility.
  - 1.9. To permit the County to search all School District employees entering the Detention Facility. Such searches will include a search of belongings.
  - 1.10. To remove, at the County's request, any instructor from the program who has engaged in a serious breach of Detention Facility security.
2. *Responsibilities of the County.* The County promises:
- 2.1. To provide a Program Administrator who shall manage the educational program pursuant to this agreement.
  - 2.2. To consult with the School District when making operating policies for the educational program

- 2.3. To provide and maintain clean and appropriate class room space, school supplies, and computers sufficient to meet the program goals as determined by the Director and the Superintendent. School supplies shall mean pencils, paper, chalk board or white board, desks, chairs, and the like.
- 2.4. To provide and maintain furnished office space, access to a copy machine, and duress alarms for the instructors provided by the School District.
- 2.5. To permit the School District to audit or otherwise review the educational program for compliance with School District standards.
- 2.6. To provide training regarding Detention Facility security to all assigned instructors.
- 2.7. To conduct a background check and determine security clearance for instructors who are assigned to the program and to maintain exclusive control over access to the detention facility.
- 2.8. To bring participating juvenile students to the classroom in a prompt manner as agreed by the parties.

3. *Property.*

All property purchased or provided by the County or the School District shall be and remain the property of the party which purchased or provided it.

4. *Indemnification.*

- 4.1. The County shall indemnify and hold harmless the School District and its officers, agents, and employees, or any of them from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the School District or the School District and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the School District and its officers, agents, and employees or jointly against the School District and the County and their respective officers, agents, and employees the County shall satisfy the same: however, in the event that the final judgment contains any award for injury, damage or loss of any kind

caused by the intentional act(s) or the sole negligence of the school district, its' officers, agents, and employees or any of them, the school district shall pay that portion of the judgment.

4.2. The School District shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the School District, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the County and the School District, the School District shall defend the same at its sole cost and expense; and if final judgment be rendered against the County and its officers, agents, and employees or jointly against the County and the School District and their respective officers, agents, and employees the School District shall satisfy the same: however, in the event that the final judgment contains any award for injury, damage or loss of any kind caused by the intentional act(s) or the sole negligence of the county, its' officers, directors, agents and employees or any of them, the county shall pay that portion of the judgment.

4.3. Each Party to this agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining services provided under this agreement.

4.4. The County's and the School District's indemnification in this section shall survive this agreement.

5. *Severability.*

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

6. *Order of Precedence.*

If any provision of the agreement contravenes any state or federal statute or regulation, the statute or regulation shall control.

7. *Integration.*

This agreement contains the entire understanding between the parties and shall not be modified in any manner except by written agreement executed by all parties.

8. *Disputes.*

When a dispute arises over an issue related to this agreement and it cannot be resolved, either party may request dispute resolution. When dispute resolution is chosen, the parties shall each appoint a person to a dispute resolution panel. The appointed panel members shall together select a third panel member. This three-member panel shall attempt to resolve the dispute. The decision of the panel shall not bind either party. However, no party may seek to enforce this agreement by any other means until the matter has been submitted to the three-member panel.

9. *Duration.*

This agreement shall be effective on \_\_\_\_\_ and will continue in force until terminated by sixty (60) days written notice by either party to the other.

10. *Administration.*

10.1. This agreement shall be administered by the Director of the King County Department of Adult Detention, or his designee, and by the Superintendent of the Kent School District or his designee.

10.2. The administrators of the agreement shall meet as needed.

11. *Waiver and Amendments.*

Waiver of any breach of any term or condition of this agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by instrument, in writing, signed in advance by the parties hereto.

12. *Non-Discrimination.*

The County and the School District are equal opportunity employers. The County and the School District shall comply with all applicable non-discrimination laws or requirements.

13. *Interpretation.*

This agreement shall be interpreted according to and enforced under the laws of the State of Washington. The section and subsection captions of this agreement are for convenience only and shall not control or affect the meaning or construction of any provision of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

KENT SCHOOL DISTRICT

\_\_\_\_\_  
Ron Sims, King County Executive

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form

Approved as to form

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Attorney for Kent School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date