

**INTERLOCAL AGREEMENT BETWEEN
Pierce County and the Tacoma School District
For the Establishment of the Pierce County Jail Juvenile Educational Program**

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

WHEREAS, the County and the School District wish to jointly operate an educational program at the Pierce County Jail for inmates under the age of 18 at the time of incarceration.

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

1. *Responsibilities of the School District.* The School District promises:
 - 1.1 To establish, implement, and monitor educational programming and program curricula in accordance with School District and the Office of the Superintendent of Public Instruction (OSPI) standards and in consultation with the Director of the Pierce County Department of Adult Detention (hereinafter "Director").
 - 1.2 To provide sufficient staff to meet the program goals as determined by the Director and the Superintendent of the School District (hereinafter "Superintendent") and as required by law. The staff provided shall be sufficient to operate an educational program for the regular School District school year and for any extended school year required by law. These staff shall be employees of the School District.
 - 1.3 To provide all text books and other instructional materials, equipment and supplies necessary for use in the program.
 - 1.4 To fund the staff, 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 operational at the

Jail. 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 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 Jail.
 - 1.9 To permit the County to search all School District employees entering the Jail. 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 Jail security.
2. *Responsibilities of the County.* The County promises:
- 2.1 To provide a liaison who shall coordinate with the School District the management of 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, furnish and maintain clean and appropriate class room space, including whiteboards and furniture sufficient to meet the program goals as determined by the Principal and the Superintendent or his designee.
 - 2.4 To provide and maintain furnished office space with a telephone and access for long distance calls, a lockable file cabinet with a minimum of four drawers, access to a copy machine, access to a fax machine, a computer with access to the Internet, and duress alarms for the School District staff who work with students.
 - 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 Jail security to all assigned School District staff.
 - 2.7 To conduct a background check and determine security clearance for School District supervisory and instructional staff who are assigned to the program and to maintain exclusive control over access to the Jail facility.

- 2.8 To bring participating juvenile students to the classroom in a prompt manner as agreed by the parties.
- 2.9 To provide clinical and medical records necessary to a determination by the School District of the educational needs of the students in the Jail. In the event there is a need for medical or mental health evaluation beyond the scope of available records, the County and the District agree to meet and confer on appropriate and viable means of securing such information in the adult jail setting and to discuss relative obligations in this regard.
- 3.0 To promptly notify the School District when juveniles are incarcerated in the Jail and when they are released or transferred from the Jail, consistent with the Settlement Agreement and Consent Decree in J.W., et al., v. Pierce County, et al, Cause No. 3:09-cv-5430-RJB.
- 3.1 To notify the District's superintendent and OSPI of the proposed closure of the jail or the adoption of a policy that no juvenile will be held in the adult jail facility as soon as practicable, but no later than April 30 annually.

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 offices, 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 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, regulation, or any provision of the Settlement Agreement and Consent Decree in *J.W., et al, v. Pierce County, et al*, Cause No. 3:09-cv-5430-RJB, the statute, regulation, or Settlement Agreement 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.*

8.1 When a dispute arises over an issue related to this agreement and it cannot be resolved informally, either party may request mediation. When mediation is

chosen, the parties shall jointly select the mediator. The mediator's costs and fees shall be shared equally by the parties.

8.2 In the event the dispute is not resolved in mediation, either party may seek arbitration. The arbitrator shall be mutually selected by the parties, and in the event they cannot reach agreement on the arbitrator, either party may petition the Pierce County Superior Court for appointment of an arbitrator. The fees and costs of the arbitrator shall be shared equally by the parties.

8.3 The arbitrator may establish such procedures as he/she determines are necessary for the operation of the hearing. The decision of the arbitrator shall be final and binding. Either party may seek enforcement of the arbitrator's decision in Pierce County Superior Court.

8.4 Each party shall bear its own costs associated with mediation and arbitration.

9. *Duration.*

This agreement shall be effective upon execution by both parties 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 Pierce County Department of Adult Detention, or designee, and by the Superintendent of the Tacoma School District or designee.

10.2 The administration 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 law 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.

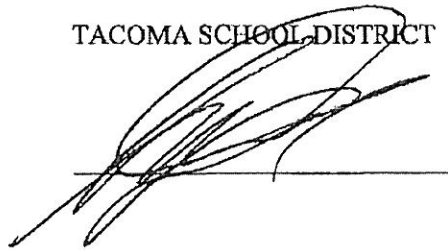
14. *Execution of Agreement in Counterparts.*

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same.

IN WITNESS WHEREOF, the parties have executed this agreement.

PIERCE COUNTY

TACOMA SCHOOL DISTRICT




Date

Date

9-23-10

Approved as to form:

Deputy Prosecuting Attorney



Attorney for Tacoma School District

Date

Date

9-23-10

1 Sponsored by: Councilmember Roger Bush
2 Requested by: Executive/Sheriff
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10 **RESOLUTION NO. R2011-59**

11 12 13 **A Resolution of the Pierce County Council Authorizing the Executive to** 14 **Execute an Interlocal Agreement between Pierce County and** 15 **the Tacoma School District for Educational Services at the** 16 **Pierce County Jail.** 17 18

19 **Whereas**, the Tacoma School District and the Pierce County Jail are proposing
20 to enter into a partnership for the joint operation of an educational program at the Pierce
21 County Jail for inmates under the age of 18; and
22

23 **Whereas**, it is believed that this program will serve to benefit those under age 18
24 who are incarcerated in jail; and
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26 **Whereas**, offering educational opportunities to these individuals is consistent
27 with good public policy, and the Tacoma School District Board has already authorized
28 the execution of a counterpart original of that Interlocal Agreement, attached hereto as
29 Exhibit A; and
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31 **Whereas**, a partnership with the Tacoma School District is in the best interest of
32 Pierce County; and
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34 **Whereas**, the Tacoma School District and the County have drafted an Interlocal
35 Agreement by which these services will be delivered; and
36

37 **Whereas**, a copy of that Interlocal Agreement is attached hereto as Exhibit A;
38 **Now Therefore**,

39
40 **BE IT RESOLVED by the Council of Pierce County:**
41
42



1 Section 1. The Pierce County Executive is hereby authorized to execute the
2 Interlocal Agreement, which is substantially in the form as Exhibit A attached hereto and
3 incorporated herein by reference.

4
5 ADOPTED this 14th day of June, 2011.

6
7 ATTEST:

PIERCE COUNTY COUNCIL

Pierce County, Washington

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9
10 Denise D. Johnson

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12 **Denise D. Johnson**

13 Clerk of the Council

Roger Bush

14
Roger Bush

Council Chair

