

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2025-319

FRANKLIN COUNTY RESOLUTION NO. 2025 - 182

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE INTERLOCAL AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE KENNEWICK SCHOOL DISTRICT TO PROVIDE FOR REGULAR TEACHING AND EDUCATIONAL SERVICES TO YOUTH DETAINED OR ORDERED TO A DETENTION ALTERNATIVE SCHOOL PROGRAM AT THE BENTON-FRANKLIN COUNTIES JUVENILE DETENTION CENTER

WHEREAS, Chief Robert Guerrero, Administrator of the Juvenile Detention Center, believes it is in the best interest of the Juvenile Justice Center that the proposed Interlocal Agreement between the Benton-Franklin Counties Juvenile Justice Center and the Kennewick School District be approved as presented; **NOW, THEREFORE**

BE IT RESOLVED, that the Chairs of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are authorized to sign on behalf of their respective county, the Interlocal Agreement between the Benton-Franklin Counties Juvenile Justice Center and the Kennewick School District; and

BE IT FURTHER RESOLVED, the term of the attached Interlocal Agreement commences September 1, 2025 and expires on August 31, 2027.

DATED this 3rd day of June 2025

BENTON COUNTY BOARD OF COMMISSIONERS

DocuSigned by:

Jerome Selvin

Chairman of the Board

DocuSigned by:

Michael Alvarez

Commissioner

DocuSigned by:

Will McKay

Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest: DocuSigned by:

Amanda Pearson

Clerk of the Board

DATED this 18th day of June 2025

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Commissioner

Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Interlocal Agreement Between Benton and Franklin Counties

and

Kennewick School District #17

1. Parties

- 1.1. This Interagency Agreement ("Agreement") is entered by and between Benton and Franklin Counties, political subdivisions of the State of Washington ("Counties") on behalf of the Benton/Franklin Counties Superior Court, Juvenile Division/Benton-Franklin Counties Juvenile Justice Center ("Juvenile Justice Center") and Kennewick School District #17, a municipal corporation of the State of Washington ("District"). The parties are located in and exist under the laws of the State of Washington.

2. Purpose and Recitals

- 2.1. **Authority.** This Agreement is entered into under the Interlocal Cooperation Act, Ch. 39.34 RCW, shall be filed with the County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source prior to its entry into force.

- 2.2. **Background.** RCW 13.04.145 provides, "A program of education shall be provided for by the several counties and school districts of the state for common school age persons confined in each of the detention facilities staffed and maintained by the several counties of the state under this chapter and chapters 13.16 and 13.20 RCW. The division of duties, authority, and liabilities of the several counties and school districts of the state respecting the educational programs is the same in all respects as set forth in chapter RCW 28A.190 RCW respecting programs of education for state residential school residents....."

The District, with funding from the Office of Superintendent of Public Instruction ("OSPI"), provides regular teaching and educational services to youth detained or ordered to a detention alternative school program at the Juvenile Justice Center's School Program ("Program").

- 2.3. **Purpose.** This Agreement sets forth the mutual obligations and rights of the parties with respect to services provided by the District to juvenile offenders in Benton and Franklin Counties pursuant to RCW Ch. 28A.190 and RCW 13.04.145.

3. Responsibilities of the Counties

- 3.1. **Compliance With Statute.** The counties shall comply with all applicable federal, state and local laws, rules and regulations in performing its duties under this Agreement.
- 3.2. **Program Management.** The Counties shall support the operation of the Program by providing appropriate staffing of custody officers, space for school operation and administration, telephonic communication equipment, and furnishings.
- 3.3. **Operational Component.** The Counties shall develop and implement safety policies for the Program.

- 3.4. Annual Meeting. The Juvenile Justice Center's, Juvenile Detention Administrator or his/her designee ("Administrator") shall meet with the Superintendent of the District or his/her designee ("Superintendent") at least once yearly to evaluate the educational philosophy, established goals, utilization of personnel, and the effectiveness of the Program. The Administrator and Superintendent may make such changes to the program as they deem necessary, provided that any amendments to this Agreement are in accordance with paragraph 6.11 below.
- 3.5. Facilities. The Counties will provide the physical plant necessary to adequately house the Program, including basic furniture necessary for Program operation. The Counties will also provide associated maintenance for the facilities. The County and District will collaborate to ensure that safe, adequate, and appropriate classroom space, commensurate to those provided by the District, is provided for District staff.
- 3.6. Support Services. When the Counties deems it appropriate, it shall provide technical assistance and social service staff to facilitate the operation of the Program. Support Services will be scheduled as not to impede on the District's obligation to provide an institutional education program under WAC 392-122-225.

4. Responsibilities of the District

- 4.1. Compliance with Statute. The District shall comply with all applicable federal, state and local laws, rules and regulations in performing its duties under this Agreement.
- 4.2. Administration and Implementation. The Superintendent shall administer and implement the educational component of the Program including, but not limited to, development, coordination, and monitoring of curriculum consistent with District standards. The Program shall consist of 180 regular days and 40 summer days for a total of 220 days per year. Per WAC 392-122-222, an enrolled institutional education program student scheduled to engage in a minimum of twenty-seven hours and forty-five minutes of educational activity per week shall be counted as one full-time equivalent (FTE). Students will be scheduled accordingly, and attendance will be tracked.
- 4.3. Management. The District shall provide the Director of Secondary Education, to coordinate and manage the educational component of the Program.
- 4.4. Personnel. The District shall hire and employ certified and classified personnel for the Program. The Superintendent shall be responsible for the District personnel. If the Administrator objects to any personnel assignment, the matter should be resolved in accordance with Paragraph 6.4 below. Certified employees in the Program are required to be or working towards becoming highly qualified in their subject area/areas as per all certified District personnel.
- 4.5. Subcontractors, Specialists, Volunteers and Interns. The activities of any subcontractors, specialists, volunteers, and interns with the Program shall be coordinated and supervised by the Superintendent. The Director of Secondary Education shall be an academic liaison with other District programs and curriculum-related issues as they may contribute to the Program. A Prevention/Intervention (PI)

Specialist will be used in the program as determined by the Director of Secondary Education.

- 4.6. Testing and Assessments. A District-determined assessment is administered to all students in the Program on the first day of attendance or when the previous assessment given is at least one year old. A different form of the assessment is also administered as a post-test if a student has been in the Program for 90 consecutive days or longer. Additional District assessments may also be administered as needed.
- 4.7. Data. Student information and testing scores are managed by a District computer program, Power School, which also tracks attendance, classes, and grades. A District tracks students once they leave the Program for Title 1 outcomes.
- 4.8. Budget. The District shall be responsible for preparation and administration of the education budget for the Program. The budget shall be processed through appropriate District and OSPI channels.
- 4.9. Audit. The District may, at its discretion or at the request of the Administrator, appoint an administrative person to audit or otherwise review the educational component of the Program for compliance with District standards.
- 4.10. Policies. All District personnel shall comply with the policies adopted by the Board of Directors of the District.
- 4.11. Meetings. Monthly and weekly Site Council Meetings are attended by Benton-Franklin Counties Juvenile Justice Center employees and District personnel to discuss, review and recommend changes to improve the Program. The District maintains legal responsibility for implementing the educational component of the Program. The Superintendent shall meet with the Administrator as described in Paragraph 3.4 above.
- 4.12. Criminal History Background Check and Acknowledgment of Sexual Misconduct. The District shall comply with the following other provisions for all services provided under this Agreement.
 - 4.12.1. Criminal History Background Check
 - 4.12.1.1. In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the District is required to conduct background check/criminal history clearance for all district employees, district subcontractors, and/or district volunteers who may or will have regular access to any client/juvenile.
 - 4.12.1.2. In addition, the District may also be required to conduct background check/criminal history clearance for district employees, district subcontractors, and/or district volunteers, who may or will have limited access to any client/juvenile.
 - 4.12.2. Sexual Misconduct
 - 4.12.2.1. The District shall ensure all district employees, district subcontractors, and/or district volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

4.12.2.2. The District shall ensure that written notification must occur within seven (7) days of a conviction of plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the office of the Juvenile Detention Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W. Canal Pl, Suite 106, Kennewick, WA 99336-1388.

4.12.3. Prison Rape Elimination Act (PREA)

4.12.3.1. The District will ensure that all district personal, district subcontractors, district volunteers, and others acting on behalf of the District who have contact with juveniles will attend annual PREA (Prison Rape Elimination Act) training, as provided by Benton/Franklin Juvenile Detention Center. This training will be conducted on an annual basis to ensure ongoing compliance with PREA standards, reinforce best practices, and ensure that all individuals are knowledgeable about their responsibilities in preventing, detecting and responding to incidents of sexual abuse or harassment.

5. Program Funding

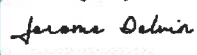
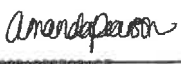
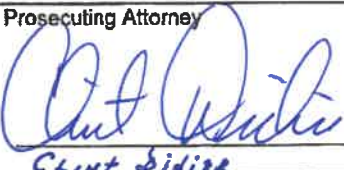
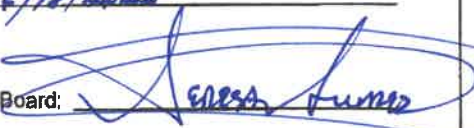
- 5.1. Funding. The Program shall be funded from those funds allocated to the District by OSPI. No other District funds shall be required for the Program. However, the Program may make available resources to assist the educational component of the Program. No Counties funds are required for the Program.
- 5.2. Property. All property purchased with District funds shall be inventoried by and remain the property of the District. All property purchased with Counties funds shall remain the property of the Counties.

6. General Terms

- 6.1. Duration. The duration of this Agreement is for the 2025-2026 school year and will continue in effect for the 2026-2027 school year until modified by mutual agreement or terminated.
- 6.2. Additional Terms. The Agreement must be reviewed and signed by all parties every two years. Any extension of this Agreement must be set forth in a written agreement mutually agreed to not later than the 15th of July immediately prior to the expiration of the Agreement.
- 6.3. Termination. The Agreement may be terminated by the mutual agreement of the parties hereto. In the event of failure of funding from any source or other non-appropriation of funds, either party may terminate this Agreement on ninety (90) days' written notice to the other.
- 6.4. Personnel Problems. In the event conflicts arise involving Counties' staff and District staff, the Administrator and the Superintendent will cooperate to develop a response.

In the event conflicts arise involving only District staff, resolution of the problem and any disciplinary action shall be in conformity with District policy and procedures. The County acknowledges that under the terms of the District's Collective Bargaining Agreement (CBA), County staff, including the Administrator, are not authorized to discipline district employees or take any action that conflicts with the terms of the CBA. Notwithstanding, the restrictions on disciplinary actions, if, in the Administrator's judgment, the presence or actions of a District employee poses a risk to the safety or security of the operation of the Juvenile Detention Center operations, the Administrator reserves the right to refuse access to the county facilities and in such instances will immediately contact the District Director of Secondary Education and Superintendent.

- 6.5. Collective Bargaining. The parties understand that the District is under a statutory obligation to bargain with collective bargaining representatives of certain of its employees who may be assigned to this Program, and that such employees may be covered by terms of the CBA. Nothing in this Agreement shall require the District to violate its duty to bargain with the collective bargaining representative, to breach collective bargaining agreement, or to cause the District to take actions inconsistent with adopted District policies.
- 6.6. Non-Discrimination. The Counties and the District will comply with all state and federal guidelines and/or regulations relating to discrimination, including but not limited to Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; American with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Educational Amendments of 1972, as amended.
- 6.7. Assumption of Risk. Each party shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this Agreement.
- 6.8. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- 6.9. Dispute Resolution. In cases of unresolved disputes in areas covered by this Agreement, the Administrator and the Superintendent will select a third person to form a three-person committee to attempt to resolve the dispute. In the event that the committee is unable to resolve the dispute, the parties may exercise any other available legal rights and remedies.
- 6.10. Governance and Severability. This Agreement is entered into pursuant to and under the laws of the State of Washington. This Agreement shall be construed to conform to those laws. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
- 6.11. Entire Agreement. This Agreement contains the entire understanding of the parties and shall not be modified in any manner except by written agreement signed by persons authorized to bind each of the parties.

Kennewick School District	Benton-Franklin Counties Juvenile Justice Center
 Dr. Traci Pierce Superintendent 5/22/25 Date	 Robert Guerrero Juvenile Detention Administrator 05/22/2025 Date
BENTON COUNTY APPROVAL Approved as to Form: Galt L. Pettett Deputy Prosecuting Attorney May 15, 2025 Date DocuSigned by:  By: <u>Jerome Delvin</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>6/3/2025</u> Attest: DocuSigned by:  Clerk of the Board: <u>34625A975E034CE...</u>	FRANKLIN COUNTY APPROVAL Approved as to Form: Deputy Prosecuting Attorney Date  By: <u>Clint Sidize</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>6/18/2025</u> Attest:  Clerk of the Board: <u>Erika Turner</u>