

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 2017 575

FRANKLIN COUNTY RESOLUTION NO. 2017 228

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 FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE KENNEWICK SCHOOL DISTRICT, and

WHEREAS, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between the Kennewick School District and Benton-Franklin Counties Juvenile Justice Center be approved as presented; **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, the board concurs with the Administrator's recommendation and hereby awards the Fee for Service Contract between the Kennewick School District and the Juvenile Justice Center in an amount payable to the Counties not to exceed \$37,110.00; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Fee for Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences September 1, 2017 and expires on July 31, 2018.

DATED this 29 day of Aug 2017

DATED this 9th day of AUGUST 2017

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

[Signature]
Chairman of the Board

[Signature]
Chairman of the Board

[Signature]
Member

[Signature]
Chairman Pro Tem

[Signature]
Member

[Signature]
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:
[Signature]
Clerk of the Board

Attest:
[Signature]
Clerk of the Board

JUDGES
Hon. Vic L. VanderSchoor
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce A. Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JERRI G. POTTS
JACQUELINE I. STAM
PAMELA E. PETERSON
Court Commissioners

BENTON-FRANKLIN COUNTIES FEE FOR SERVICES CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Kennewick School District, with its principal offices at 1000 W. Fourth Ave., Kennewick, WA, 99336, (hereinafter referred to as "District").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2017, through July 31, 2018, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in obtaining outreach services (in-home when necessary); provide Family Support counseling; perform drug/alcohol assessment and treatment referrals; assist in processing all truancy court referrals; monitor courtroom truancy petitions; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 752 hours at \$15.00 per hour.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.

- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.
- D. The Counties shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- E. The Counties shall confer with the District from time to time during the progress of the work. The Counties shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the District.

3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For District:
Dave Bond
Superintendent
Kennewick School District
1000 W. Fourth Ave.
Kennewick WA 99336
Phone: (509) 222-5020
Fax: (509) 222-5050
E-mail: dave.bond@ksd.org

B. For Counties:
Darryl Banks
Juvenile Court Administrator
5606 W Canal PL STE 106
Kennewick WA 99336
Phone: (509) 222-2316
Fax: (509) 222-2311
E-mail: darryl.banks@co.benton.wa.us

4. COMPENSATION

For the services performed hereunder, the Counties shall be paid as follows:

- A. The District will pay Counties Thirty Seven Thousand One Hundred and Ten Dollars (\$37,110.00), which includes up to Eleven Thousand Two Hundred and Eighty Dollars (\$11,280.00) for tracker services for the entire contract period, to be paid in quarterly installments of Nine Thousand Two Hundred and Seventy Seven Dollars and Fifty Cents (\$9,277.50) each, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Thirty Seven Thousand One Hundred and Ten Dollars (\$37,110.00).

- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.
- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. AMENDMENTS AND CHANGES IN WORK

No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. HOLD HARMLESS AND INDEMNIFICATION

The District shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

7. TERMINATION

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.

- B. The Counties warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

9. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

10. COMPLIANCE WITH LAWS

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

11. OWNERSHIP OF MATERIALS/WORKS PRODUCED

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. DISPUTES

Differences between the District and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to District's right to seek judicial relief.

13. CONFIDENTIALITY

- A. The District, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The District shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.
- B. Each party, their employees, subcontractors, and their employees shall maintain the confidentiality of all information provided or acquired in performance of this

Contract, and each party will promptly notify the other of any request by a third party for records containing confidential information. Confidential information will not be divulged without the consent of the other party or, pursuant to applicable authority, including without limitation, chapter 42.56 RCW or case law interpreting same. The parties shall promptly give written notice of any judicial proceeding seeking disclosure of such information.

C. **Confidential Student Information.** The Counties acknowledge and understand that their employees may be granted access by the District to confidential information pertaining to District students and that the term “confidential information” means any and all information which is exempt from state and federal public disclosure laws, and/or which is otherwise protected by state and federal law, and which is provided by the Kennewick School District and/or through its student information database system to authorized employees of the Counties. Such confidential information may include, but is not limited to:

1. Personally identifiable student-related information, including, but not limited to student names; the names of a student’s parent, guardian, or other family members; student and family addresses; personal identifiers such as social security numbers or student numbers; personal characteristics related to student identity; testing and assessment results for students, grade-levels, schools, or the district; and any other personally related student information, or portrayal of student related information in a personally identifiable manner.
2. Information related to student discipline, attendance, log entries, parent/guardian contacts, and other private or sensitive information provided to the district by parents/guardians.

Access to confidential information will be granted to authorized employees of the Counties as determined by the district and such authorizations, to include usernames and passwords, shall not be used by any person other than the individual authorized user. The Counties acknowledge, represent, and warrant direct or indirect making any unauthorized disclosure of any such confidential information to any other person, organization, or entity is strictly prohibited, and will require employees granted authorization by the District to swear or affirm that he/she will not make such unauthorized disclosure, nor will he/she access District student information systems for personal reasons or any reason unrelated to the specific purposes of this Agreement. The Counties understand and acknowledge the District reserves the right to monitor access of the District’s information system by employees of the Counties and the District will terminate County employee access at the district’s discretion. The Counties acknowledge that participation in any unauthorized disclosure of confidential information may result in civil or criminal proceedings and/or penalties.

14. **CHOICE OF LAW, JURISDICTION AND VENUE**

A. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto

that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the District each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

16. NONDISCRIMINATION

The parties, their assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

17. SEVERABILITY

- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.







18. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

19. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Contract to be signed as follows:

KENNEWICK SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
	 7-26-17
Dave Bond Superintendent	Darryl Banks Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:  072517	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney	Civil Deputy Prosecuting Attorney
By:  Name: <u>JAMES R BEAVER</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>8-29-2017</u>	By:  Name: <u>ROBERT KOCH</u> Title: <u>Chairman, Board of Commissioners</u> Date: <u>8-9-2017</u>
Attest: Clerk of the Board: 	Attest: Clerk of the Board: 