

**INTERAGENCY AGREEMENT
BETWEEN
Whatcom Community College
AND
Whatcom County Jail**

THIS AGREEMENT is made and entered into by and between the Whatcom County Jail, hereinafter referred to as "the Jail", and Whatcom Community College, hereinafter referred to as "WCC.", pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Adult Basic Education (ABE) and GED classes to people residing in the county jail. ABE and GED classes include basic reading, writing, math, and computer skills. The goal of such classes is to improve the student's levels to the point where they would be successful on the GED or college entrance tests, or for employment.

THEREFORE, IT IS MUTUALLY AGREED THAT:

Whatcom Community College will work in partnership with the Whatcom County Jail to offer Adult Basic Education (ABE classes) to inmates. Fourteen hours of class per week for 11 weeks in winter, spring and fall quarters.

STATEMENT OF WORK

Whatcom Community College will work in partnership with the Whatcom County Jail to offer ABE and GED classes to inmates.

Whatcom Community College will provide the following:

- An instructor who will assess the students and provide lessons that will help them gain basic skills in reading, writing, math, and computers.
- Confidential record keeping and evaluations as mandated by SBCTC, state, and federal laws.
- Regular communication with the Whatcom County Jail

The Whatcom County Jail will provide the following:

- Security to the teacher and assistant
- An appropriate place to conduct classes
- Secure/lockable storage space and a voice mail box
- Student referrals and transport to and from the classroom
- Payments to Whatcom Community College totaling \$60,524 for 2022.

Supplies will be provided by mutual agreement by both parties.

JAIL CLEARANCE:

All personnel hired by WCC to fulfill positions in the Jail must pass a standard background check in order to have access to the facility. Access may not be granted or may be pulled by Jail Administrative staff if it is determined the individual represents a security concern to the Facility. Notice will be made to the WCC Program Manager for any denial or revocation of Jail Access.

SECURITY:

Staff at the Whatcom County Jail will work with the instructor to evaluate the security status of offenders applying to participate in the ABE classes. Correctional personnel may remove individuals from participation in the program if there are indications the offender may present a security risk to the program or the instructor. Every reasonable effort will be made to provide security to WCC personnel, however, instructors and aids

acknowledge that they will be working with inmate populations, and that they may be exposed to risks not typical of an educational environment.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 1, 2022, and be completed on December 31, 2022 unless terminated sooner or extended, as provided herein.

After this initial period, this agreement shall automatically renew annually unless one or both parties provide notice of non-renewal as provided below.

Either party may, as a matter of right, effect an early termination of this agreement at any time prior to the end of the contractual period by providing the other party with a written notice of intent to terminate thirty (30) days prior to the desired date of termination.

BILLING PROCEDURE

WCC shall submit invoices according to the following payment schedule for an annual total compensation by Whatcom County Jail of \$60,524

<u>Invoice Date</u>	<u>Amount</u>
April	\$ 20,174.67
June	\$ 20,174.67
December	\$ 20,174.66

Payment to WCC for approved and completed work will be made by warrant or account transfer by the Jail within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or at the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WCC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing, signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for the Jail is:

*Wendy Jones
Chief Corrections Deputy
Whatcom County Sheriff's Office/Corrections
Bureau
311 Grand Ave. Bellingham, WA 98225
Ph.: 360.778.6505 Fax: 360.778.6502
wjones@co.whatcom.wa.us*

The Program Manager for WCC is:

*Laura Singletary
Director for Transitional Learning and Workfirst
Whatcom Community College
237 West Kellogg Road, Bellingham, WA 98226
Ph: 360.383.3061
lsingletary@whatcom.edu*

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

NOTARY PUBLIC in and for the State of Washington,
residing at _____, my commission
expires _____