

Interagency Agreement Between the Cascades Job Corps Academy and the
Sedro-Woolley Police Department

The Cascades Job Corps College and Career Academy ("Cascades Job Corps Academy"), located at 2060 Powerhouse Drive, Sedro-Woolley, WA, is owned by the U.S. Department of Labor and operated under contract by Adams and Associates, Inc.

Pursuant to Job Corps' regulations at 20 C.F.R. § 686.925(b), Job Corps operators must develop and maintain written cooperative agreements with the nearest local, state and federal law enforcement agencies.

AUTHORITY: Contract Volume 6 section 1.5., Public Law 97-300 [29 U.S.C. 1579 (a)], Section 435 (d) and U.S. Title 29, subtitle 20, CFR Section 638.805 (b) (1) states: "All real property which would otherwise be under exclusive legislative jurisdiction shall be considered under appropriate state and locality with respect to criminal law enforcement as long as the Cascades Job Corps Academy is operated on such property."

Under this jurisdictional provision, the Sedro-Woolley Police Department shall have primary authority in the enforcement of laws on the grounds of the Cascades Job Corps Academy.

MODIFICATION: This Memorandum of Agreement shall be in effect immediately and shall be in effect for a period of three years from the date of final signature, subject to annual review and submission on July 1 of each year, per Office of Job Corps policy. It shall not be modified, altered, or amended without express consent and concurrence of both signatory entities. Either party may terminate this agreement with sixty days written notice to the other party.

PROVISION OF LAW: If any provision of this agreement is held to be invalid by operation of law or any court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall not be affected thereby.

COMMUNICATION: In routine matters of mutual interest between the parties, liaison point-of-contact will be the Sedro-Woolley Police Chief and the Cascades Safety & Security Manager. No Academy personnel or student shall be prohibited from calling 911 or any law enforcement agency, and there shall be no limit for personnel or students who may call 911 or law enforcement.

The Police Chief or his/her designee shall be included on the Cascades Job Corps Academy's Community Relations Council and will be invited to attend quarterly meetings and participate in other Cascades Job Corps Academy events.

REQUIRED REPORTING:

The Cascades Job Corps Academy will report criminal incidents according to the terms of this law enforcement agreement.

Per Job Corps policy requirement the Academy will contact local law enforcement if a serious crime or emergency occurs on campus or in a campus-sponsored activity regardless of the terms of the law enforcement agreements. (PRH 5.4 R2 (b)). A serious crime includes, but is not limited to:

1. A homicide
2. A theft of a vehicle or other significant government-owned property
3. An assault or battery
4. A riot or similarly violent incident involving five or more students or persons
5. A sexual assault or rape as defined under state law. (PRH 6.11, R6)

In addition, the Academy will notify law enforcement for the following incidents:

1. The discovery of an active shooter situation. As soon as it is safe to do so, the Academy will call 911, and announce there is an "Active Shooter" event in progress (PRH 5.4, R4)

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2. Unauthorized absence of an adult student who fails to return or report within two hours after the student's required attendance time, whether on- or off-Academy (e.g., the start of a training day) and who cannot be located after an investigation to determine the student's whereabouts (PRH 6.1, R4(e))
3. Unauthorized absence of a minor student (under 18 years of age) who fails to return or report within two hours after the student's required attendance time, whether on- or off-Academy (e.g., the start of a training day), and whose parent or legal guardian is unaware of the minor student's whereabouts (PRH 6.1, R4(f))

The Sedro-Woolley Police Department will, to the extent that their personnel and resources are available, and to the same extent as any other call for service, make every effort to assist the Cascades Job Corps Academy staff with emergency backup to maintain safety and order at the Cascades Job Corps Academy as long as that assistance is in the area of addressing criminal behavior.

Under Job Corps policy, the Academy Director may authorize administrative searches for unauthorized goods when he/she has good reason to believe such items are hidden on the Cascades Job Corps Academy.

Searches for evidence to be used for criminal prosecution will be performed by a law enforcement officer consistent with all legal and constitutional requirements.

- Evidence of criminal behavior discovered during an administrative search performed by Academy staff under shall not be unnecessarily disturbed. It shall be secured in place so it may be collected by the Sedro-Woolley Police Department.

In accordance with Job Corps policy, illegal weapons and/or narcotics found on campus will be reported to the Sedro-Woolley Police Department. Weapons and/or narcotics that will not be part of any criminal prosecution may be secured in the Cascades Security Department at the discretion of the Sedro-Woolley Police Department until they can be transferred to the Sedro-Woolley Police Department for disposal. The Sedro-Woolley Police Department will schedule a date and time for this transfer. Any weapons found by the Academy and transferred over to Sedro Woolley Police that are found to meet licensing and registration requirements; that are legal to possess but are barred from the Academy Campus, will be returned to the legal owner through a coordinated effort between the Academy and Sedro Woolley Police. A Chain of Custody form will be completed at the time of transfer. This process does not include any Marijuana or THC related drugs or paraphernalia as Washington is a legalized state. The Academy has developed its own process for documenting and disposing of these items.

The Cascades Security Department will maintain a list of illegal weapons reported and surrendered to the Sedro-Woolley Police Department. This list will include the student's name and the serial number, type, make and model of the weapon as applicable.

Cascades Job Corps Academy staff will cooperate with and assist Sedro-Woolley Police Department in performance of any investigation occurring on campus or involving a Cascades student in adherence to Job Corps and Adams & Associates, Inc. policies and procedures.

Interviews with, and/or the arrest or other custody of, a Cascades student will be done at the Security Office whenever practicable to minimize disruption to campus activities.

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In depth "strip searches" of any person at the Cascades Job Corps Academy shall be conducted only by law enforcement officers in accordance with applicable legal justification and the policy and procedures of their respective agency.

Cascades Job Corps Academy officials will notify local law enforcement and/or probation authorities of the imminent departure from the Cascades Job Corps Academy of any student arrested for any criminal acts prior to adjudication.

Sedro-Woolley Police Department, to the extent possible, will attempt to notify Cascades Security when a current student is arrested while away from the Cascades Job Corps Academy and within their jurisdiction.

COMPLAINT OF MISTREATMENT:

Any complaint of mistreatment perpetrated by a law enforcement official against a Cascades student referred to Cascades staff will be referred to the Academy Director or Safety & Security Manager. The Academy Director will immediately report such allegation of mistreatment to the Sedro-Woolley Police Chief or his/her designee and the San Francisco Regional Office of Job Corps Program Manager. Information supplied in the initial report will include:

- The name, address, age, and social security number of the individual making the complaint.
- The name, official title, and work address of the accused official.
- A detailed description of the incident, including names and contact information of any witnesses.
- Any action taken by the Academy Director prior to sending the report.
- Any other relevant information.

Cascades Job Corps Academy staff will cooperate with, and assist, Sedro-Woolley Police Department in performance of any investigation of misconduct in adherence to Job Corps and Adams & Associates, Inc. policies and procedures.

RECORD KEEPING: Copies of this agreement will be kept on file with the Academy Director and the Sedro-Woolley Police Chief.

The Cascades Job Corps Academy will submit up-to-date, unexpired agreements to the National Office of Job Corps, Job Corps Regional Offices, and Adams Corporate Office on July 1 of each program year. Submitted agreements must reflect that the agreements will be in effect for that program year. Effective PY21 July 1, 2021 through June 30, 2022.

PORT PROMISE TRAINING:

The Cascades Job Corps Academy is located in the northern portion of what is commonly referred to as the Sedro-Woolley Innovation for Tomorrow (SWIFT) Center campus, which is owned by the Port of Skagit (Port). The Port leases 37 acres of the SWIFT Center to the U.S. Department of Labor for the Cascades Job Corps Academy. Given the Port ownership of the property and frequent interactions Cascades Job Corps Academy personnel have with the public, it is important that security services are delivered in manner consistent with the Port promise: "We promise excellence in public service and leadership within a business landscape that inspires success and enhances the quality of life in Skagit County."

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Cascades Job Corps Academy safety/security personnel will attend and implement Port Promise Training. Port Promise Training will be provided by the Port of Skagit on an annual basis on dates mutually agreed upon and at no cost to the Cascades Job Corps Academy. The Port will provide the City of Sedro-Woolley with documentation of Cascades Job Corps Academy safety/security personnel attendance at Port Promise Training annually prior to August 1 of each year of this Agreement.

NON-AGREEMENT CONTINGENCY:

If the Academy and law enforcement agency are unable to reach an agreement, or the law enforcement agency will not agree to address all of the provisions in this agreement, the Cascades Job Corps Academy will work with the law enforcement agency to identify portions of the Academy Standard Operating Procedure (SOP) that can be established as a supplement to or in place of, those provisions in the law enforcement agreement in accordance with PRH 5.4 R1 (required for local law enforcement agreements only).

The Academy will provide written evidence of the good faith effort to reach an agreement with the local law enforcement agency on all of these terms. For the purposes of this requirement, a good faith effort is one in which the Academy operator makes a diligent and honest effort to obtain a local law enforcement agreement annually. This shall include what, if any, agreement the Academy operator was able to reach with the local law enforcement agency and the portions of the Academy SOP established as a supplement to or in place of a law enforcement agreement in accordance with PRH 5.4 R1 (required for local law enforcement agreements only).

For the Cascades Job Corps Academy:



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6/8/21

Date

For the Sedro-Woolley Police Department:



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7-15-21

Date