

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CONCRETE SCHOOL DISTRICT
AND
THE SKAGIT COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made and entered into by and between Concrete School District ("CSD") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** County will provide for presence of additional law enforcement personnel until the end this agreement in an effort to increase the presence and visibility of law enforcement at CSD schools.

2. **RESPONSIBILITIES:** The Skagit County Sheriff's Office will provide deputies who will present a uniformed presence in the schools to build relationships with students, staff, and parents. Deputies are to provide the presence in four hour blocks of time. Deputies may be called away for significant emergency determined by a Skagit County Sheriff's Office supervisor.

Deputies will engage with students and provide moral support in a positive relationship, interact with students and staff during lunch periods and recess when applicable and be a presence in classrooms at the teachers request to be part of the learning process.

CSD shall contact the Skagit County Sheriff's Office to request assignment of deputies for designated blocks of time.

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the date of execution and continue through June 17, 2019.

4. **MANNER OF FINANCING:** As full compensation for satisfactory performance of the Work, CSD shall pay County Seventy Dollars (\$70.00) per hour for no more than eighty (80) hours. The Contract Price shall not exceed Five Thousand Six Hundred Dollars (\$5,600.00) (the "Contract Price").

The Skagit County Sheriff's Office shall bill the CSD monthly. Payments to be made within next available CSD billing cycle.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be: Undersheriff Chad Clark

5.2 CSD's representative shall be Wayne Barrett. Individual school principals shall be the point of contact for individual deputies.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

Concrete School District


Signature

Superintendent
Title of Signatory
(Date 5-15-19)

Wayne Barrett
Print Name of Signatory

Mailing Address:
(Street address required in addition to P.O. Box)

45389 Airport Way
Concrete, WA 98237

DATED this 28 day of May, 2019.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

ABSENT

Lisa Janicki, Chair

Ron Wesen

Ron Wesen, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Attest:

Amber Epps
Clerk of the Board

**For contracts under \$5,000:
Authorization per Resolution R20030146**

Recommended:

County Administrator

Tom McDuff
Department Head

Erik Pedersen 5-10-19
Civil Deputy Prosecuting Attorney
Erik Pedersen

Approved as to indemnification:

Dimpalita
Risk Manager

Approved as to budget:

Lrista Lago
Budget & Finance Director