

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County

And

Concrete School District

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

1. PURPOSE: This Interlocal Agreement, which is entered into after deliberations between the Concrete School District Administration and the County as represented by the Skagit County Office of Juvenile Court, is effective September 1, 2020 through August 31, 2021 and renewable annually. Based upon the mutual benefits to be derived, the parties agree as follows:

a. The County and the Skagit County School Districts will jointly fund a BECCA Case Manager position to serve the School Districts and the Skagit County Office of Juvenile Court in implementing the truancy portion of the BECCA BILL as outlined by the related Revised Code of Washington (RCW) and Washington Administrative Code (WAC).

2. RESPONSIBILITIES: With the funds provided by the Skagit County School Districts, the Skagit County Office of Juvenile Court will:

- Collaboratively identify/leverage existing community based interventions
- Provide resource information to parent/s and student/s
- Participate in case staffings to assess/modify current strategies and interventions
- Collaboratively provide classes regarding social and economic benefits to completing education

3. TERM OF AGREEMENT: The term of this Agreement shall be from September 1, 2020 through August 31, 2021.

4. MANNER OF FINANCING:

The BECCA Case Manager position shall be funded jointly by Skagit County School Districts and the Skagit County Office of Juvenile Court. The School Districts as a whole shall fund 50% of the position and the Skagit County Office of Juvenile Court shall fund 50%. Funding shall include salary, benefits and collateral needs as previously agreed upon between the School Districts and the Skagit County Office of Juvenile Court. For

year 2020/2021, projected annual cost of the BECCA Case Manager position to County is \$73,772. Annual cost includes benefits. 50% of \$73,772. equals \$36,886 which shall be divided amongst the listed school districts.

As determined at the 11/05/2010 Superintendent's meeting, using the last 5 year average of petitions filed by district to determine share amounts, percentages are as noted:

| District | Previous 5 year average petitions filed per year | % of total | Portion of \$36,886 |
|-------------------|---------------------------------------------------------|-------------------|----------------------------|
| Anacortes | 31 | 7% | \$2,582 |
| Burlington-Edison | 100 | 24% | \$8,853 |
| Concrete | 8 | 2% | \$738 |
| La Conner | 17 | 4% | \$1,475 |
| Mount Vernon | 182 | 44% | \$16,230 |
| Sedro-Woolley | 80 | 19% | \$7,008 |
| Total | 418 | 100% | \$ 36,886 |

Therefore, Concrete School District will reimburse Skagit County \$738 upon receipt of a detailed invoice from Skagit County Office of Juvenile Court.

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 Michael Johnson, Skagit County Office of Juvenile Court.

5.2 Concrete School District's representative shall be Wayne Barrett, Concrete School District Superintendent.

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.

12. **OTHER PROVISIONS:** None.

CONCRETE SCHOOL DISTRICT:


Wayne Barrett, Superintendent
(Date 8-27-20)

Mailing Address:
Concrete School District
PO Box 386
45389 Airport Way
Room #103
Concrete, WA 98237

DATED this 21 day of September, 2020.

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

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Kerrie Williams

Clerk of the Board

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

Recommended:

Li West

Department Head

County Administrator

Approved as to form:

M. Mello 9.15.2020

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Diana Emery

Risk Manager

Approved as to budget:

Lisha Logue

Budget & Finance Director