



Interlocal Cooperative Agreement

Between

Skagit County School Districts and Skagit County Law Enforcement Agencies

I. Purpose and Parties

This Interlocal Cooperative Agreement (Agreement), entered into pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, formalizes a partnership between the Northwest Educational Service District (NWESD), Anacortes School District, Burlington-Edison School District, Conway School District, Concrete School District, La Conner School District, Mount Vernon School District, Sedro-Woolley School District, City of Anacortes, Burlington Police Department, Mount Vernon Police Department, Sauk-Suiattle Indian Tribe, Sedro-Woolley Police Department, Skagit County Sheriff, Swinomish Indian Tribal Community, Upper Skagit Indian Tribe, and Washington State Patrol, (collectively, Parties, and individually, Party) to implement a "Handle With Care" program and to define the Parties' roles and confidentiality obligations. The Parties' shared goal is to improve the response for school age children who have recently experienced trauma from witnessing, or being a victim from, a crime (Impacted Child) to improve learning and health outcomes.

II. Duration

This Agreement shall be effective for each jurisdiction upon receipt of signature by the school district and law enforcement personnel. School districts who have not signed will be excluded from receiving notifications until date of signature. Reports received from law enforcement agencies who have not signed will be excluded from notifications until date of signature. This agreement terminates or shall be considered for renewal on July 31, 2027."

III. Legal Entity

This Agreement does not create any separate legal or administrative entity that would be subject to legal process. Each Party will maintain all documents and records it develops, receives, or maintains (including personnel records) at their own appropriate records facility in a secure environment appropriate to the circumstances. Under the Public Records Act, RCW 42.56, each Party has a designated person assigned to respond to public records requests. Nothing in this Agreement shall abrogate or alter the venue and tort claims processes involving any Party, including under RCW 4.92 or any other tort claim process. The Parties will not jointly or cooperatively acquire, hold, use, or dispose of any personal or real property assets under this

Agreement. Each Party is responsible for its own costs in implementing this Agreement, including personnel, equipment, and resource costs.

IV. Roles, Responsibilities and Obligations

The Parties will share Impacted Children's names and birthdates. The Parties further agree:

- Failing to maintain client information confidentiality can compromise Impacted Child safety.
- Information sharing may increase effective service delivery.
- They will share information strictly on a need-to-know basis.
- Each Party continues to maintain its own legal and ethical obligations to honor an Impacted Child 's confidentiality and privacy, or, depending on the agency, legal obligations to share information.
- The Impacted Child who uses a school district's services retains their right to confidentiality and can determine when and how the Parties may share their information, consistent with law.
- Any information a Party releases should enhance the services the school districts provide Impacted Children, and a Party should not release information solely to ease the program's administration.

The law enforcement, tribal government, school district, and NWESD entities have the following roles, responsibilities, and obligations:

LAW ENFORCEMENT AND TRIBAL GOVERNMENT

Roles and Responsibilities:

- As permitted by law, inform the school district entities when an Impacted Child was present during a law enforcement response.
- Preserve records as required by law.

Confidentiality Obligations:

- Recognize that other Parties may have different confidentiality levels regarding victim/Impacted Child information and that some Parties must decline to share information about a specific Impacted Child because they have a legal obligation to protect an Impacted Child's privacy and confidentiality.
- When initially contacted, notify an Impacted Child of their rights and with whom a law enforcement Party can share their personally identifiable information and obtain their and their legal guardian's consent to release the information.
- Refer Impacted Children to local domestic violence/sexual assault advocates for confidential counseling, advocacy, and support services when appropriate.
- Honor an Impacted Child's privacy to the extent permitted by law.
- Not provide the NWESD with any details of the emergency event but only provide the Impacted Child's name and birthdate when the Impacted Child and their legal guardian consent.

SCHOOL DISTRICT(S)

Roles and Responsibilities:

- Provide confidential support and counseling services to Impacted Children to maintain or improve levels of academic achievement.
- Refer an Impacted Child to appropriate counseling when the Impacted Child's needs exceed the school district's capacity.
- Educate employees on Adverse Childhood Experiences (ACES) and domestic violence issues.
- Update Parties on emerging issues/research regarding children living in households with domestic violence.
- Confirm services were offered to an individual.
- Preserve records as required by law.

Confidentiality Obligations:

- Recognize that other Parties may have different confidentiality levels regarding victim/Impacted Child information and that some Parties must decline to share information about a specific Impacted Child because they have a legal obligation to protect a victim/client/student/Impacted Child's privacy and confidentiality.
- Preserve an Impacted Child's anonymity, including assuring them that the school district will not release identifiable personal data to third parties.
- When applicable, protect an Impacted Child's health information or data from unauthorized access and/or disclosure, as outlined in the Health Insurance Portability and Accountability Act.
- The school district(s) have strict confidentiality obligations. When necessary to comply with FERPA, the school district(s) shall procure the parents' or an eligible Impacted Child's consent to release and use the data and shall maintain and make written proof of the parent or Impacted Child's consent available to the Parties. The school district(s) recognizes that they can share information if they have prior written consent from the Impacted Child's parent/guardian. Consent forms must comply with FERPA or HIPPA, as appropriate. The consent form must specify the records/information that the school district(s) may disclose, the disclosure's purpose, and to whom the school district(s) will make the disclosures.

NORTHWEST EDUCATION SERVICE DISTRICT

Roles and Responsibilities:

- Receive daily reports from law enforcement agencies that indicate the Impacted Child's name and date of birth. The other Parties shall not inform the NWESD about any details of the emergency event.
- Discover the school districts where each reported Impacted Child is enrolled. Create a district-based list of Impacted Children.
- Notify each respective school district (daily) of Impacted Children's names and

birthdates by sending an encrypted email with "Handle With Care: [Impacted Child Name] and [Birthdate]."

- Provide training opportunities for school staff to (1) efficiently manage Handle With Care email notifications, and (2) respond appropriately with trauma informed care of Impacted Children.
- Partner with law enforcement agencies to establish efficient reporting practices for youth impacted by emergency or crisis events.

Confidentiality Obligations:

- The NWESD will have no access to, nor will accept any confidential Impacted Child information.
- Recognize that other Parties may have different confidentiality levels regarding victim/Impacted Child information and that some Parties must decline to share information about a specific Impacted Child because they have a legal obligation to protect a victim/client/student/Impacted Child's privacy and confidentiality.

V. Confidentiality Agreement Between the Parties

Federal and state confidentiality laws and regulations will govern the information exchange between the Parties. The information that Parties share will remain confidential, and they may only use it for those purposes authorized by law. Each Party will ensure that any employee working on the "Handle With Care" program has been trained on the importance of confidentiality and this Agreement's terms.

VI. Security

The Parties shall take reasonable security precautions and protections to ensure that unauthorized persons do not gain access to protected, confidential, or private information/data.

VII. Liability, Hold Harmless and Indemnification

1. Each Party, including its agents, officers, officials, and employees, does not assume any responsibility or liability for another Party's actions, including through the other Party's agents, officers, officials, and employees. Each Party, including its agents, officers, officials, and employees, shall be responsible and assume liability for its own wrongful or negligent acts or omissions to the fullest extent required by law.
2. Each Party shall save, indemnify, defend, and hold harmless all other Parties, officials, and employees from its own wrongful or negligent acts or omissions. The Parties shall not be liable for this Agreement except as it provides. This Agreement shall not create liability to, or a right of indemnification in, any third party. These liability and indemnification provisions shall survive this Agreement's termination and are subject to Washington law.
3. If a third party sues more than one Party, the Parties agree that they and their individual lawyers will maintain a joint defense to claims made against them and to reserve all indemnity claims against each other until after liability and damages against them, if any, are adjudicated.

VIII. Insurance

1. At all times during this Agreement, the Parties must have effective insurance to protect against all claims, damages, losses, and expenses arising out of the partnership. Self-insurance or membership and coverage in a risk pool will satisfy this section. The Parties' insurance must have limits no less than stated below, as applicable.
 - a. General Commercial Liability Insurance. Liability insurance and umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. A Party must have an effective policy for this Agreement's duration.
 - b. Professional Liability Coverage. Professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. A Party must have an effective policy for this Agreement's duration. If the policy is written on a claim made basis, the coverage will continue in force for an additional three years after this Agreement terminates.
2. If a Party purchases insurance from third parties, the company or companies must be rated A-VII or higher in Best's Guide and admitted in Washington.

IX. Assignment and Withdrawal from Partnership

The Parties may not assign their responsibilities under this Agreement unless the other Parties consent. Any Party may withdraw from this Agreement by providing 30 days' written notice to the Parties. If the Parties have any dispute arising from this Agreement, they shall first attempt to settle the dispute between themselves. If they cannot do so, they agree they will mediate the matter. If mediation fails, they may then use any legal or equitable means available to them under Washington law.

X. Miscellaneous

If a Party has an obligation under this Agreement that continues after its termination, that obligation shall survive termination and shall bind the applicable Parties. This Agreement shall be governed by and construed under Washington law.

XI. Municipal/County Authorizations and Approval by Legislative Authority

Each signor certifies that 1) they have authority to sign this Agreement for their identified Party; 2) their legislative body (the City Council/Board of Commissioners) has approved the Agreement; and 3) the Party agrees to this Agreement's terms. Each Party certifies they have complied with the Washington Interlocal Cooperation Act, RCW 39.34.030(2).

XII. Electronic Signatures

The Parties may execute this Agreement in any number of counterparts and with facsimile or electronic signatures and all such counterparts shall be construed together and constitute a single Agreement.

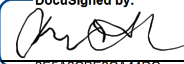
XIII. Filing

Pursuant to RCW 39.34.040, this Agreement shall be filed with the Skagit County Auditor, or, alternatively, listed by subject on the Skagit County website or other electronically retrievable public source.

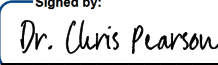
THIS AGREEMENT is executed by the Parties on the dates set forth below.

SIGNATURES


Anacortes School District

<small>DocuSigned by:</small> 	11/18/2024
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Dr. Justin Irish	Date
Superintendent	


Burlington-Edison School District

<small>Signed by:</small> 	11/18/2024
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Dr. Chris Pearson	Date
Superintendent	


Concrete School District

<small>DocuSigned by:</small> 	11/18/2024
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Carrie Crickmore	Date
Superintendent	

Conway School District

<small>DocuSigned by:</small> 	11/14/2024
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Jeff Cravy	Date
Superintendent	

La Conner School District

<small>Signed by:</small> 	11/18/2024
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Dave Cram	Date
Interim Superintendent	

Mount Vernon School District

Signed by:
Dr. Victor Vergara 11/15/2024
8D1AF429891A43E...
Dr. Victor Vergara Date
Superintendent

Sedro-Woolley School District

DocuSigned by:
Dr. Miriam Mickelson 12/1/2024
23CD4DE1F443425...
Dr. Miriam Mickelson Date
Superintendent

City of Anacortes

Matt Miller Date
Mayor

Burlington Police Department

Jeremy Kramer Date
Interim Chief

Mount Vernon Police Department / City of Mount Vernon

Signed by:
Peter Donovan 11/22/2024
5F8893F5FE4A457...
Daniel Christman / Peter Donovan Date
Chief of Police / Mayor

Sauk-Suiattle Indian Tribe

Signed by:
Sherman Pruitt 11/13/2024
07BB8DBC8505457...
Sherman Pruitt Date
Chief of Police

Sedro-Woolley Police Department

DocuSigned by:
Dan Mcilraith 11/27/2024
AFC0850D7AD14AA...
Daniel Mcilraith Date
Chief of Police

Swinomish Indian Tribal Community

Earl Cowan Date
Chief of Police

Upper Skagit Indian Tribe

Kurt Butcher Date
Chief of Police

Washington State Patrol

Signed by:
Jason Knott 12/6/2024
4E257B60A2F540E...
Jason Knott Date
Captain

Northwest Educational Service District 189

DocuSigned by:
Dr. Ismael Vivanco 11/13/2024
0EF5F61D5CAE402...
Dr. Ismael Vivanco Date
Superintendent

DATED this _____ day of _____, 2024.

NWESD Internal Approvals:
Fiscal: [Signature]
Program Manager: [Signature]

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

Peter Browning, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Clerk of the Board

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

Recommended:

County Administrator

Sheriff

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

