

## 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, 2017 through August 31, 2018 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 R.C.W. and W.A.C.

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

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

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from September 1, 2017 through August 31, 2018.

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 2017/2018, projected annual cost of the BECCA Case Manager position to County is \$72,276. Annual cost includes benefits. 50% of \$72,276 equals \$36,138 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:

<b>District</b>	<b>Previous 5 year average petitions filed per year</b>	<b>% of total</b>	<b>Portion of \$36,138</b>
Anacortes	68	9.5%	\$3,433
Burlington-Edison	102	14.5%	\$5,240
Concrete	21	3.3%	\$1,193
La Conner	24	3.2%	\$1,156
Mount Vernon	354	52.0%	\$18,792
Sedro-Woolley	123	17.5%	\$6,324
Total	639	100%	\$ 36,138

Therefore, Concrete School District will reimburse Skagit County \$1,193 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 Barbara Hawkings, 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.

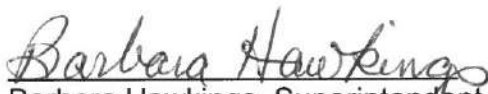
9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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:

CONCRETE SCHOOL DISTRICT:

  
Barbara Hawkings, Superintendent  
(Date 6-22-17)

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

DATED this 31 day of July, 2017.

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

**ABSENT**

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Amber Enps

Clerk of the Board

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

Recommended:

Li Tranblum

Department Head

County Administrator

Approved as to form:

M. Noel (7/12/2017)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Sharon BO (7-18-17)

Risk Manager

Approved as to budget:

Luisa Yagno

Budget & Finance Director

**MEMORANDUM OF UNDERSTANDING**  
**2017-2018**

**FUNCTION OF THE PARTNERSHIP**

Skagit County Office of Juvenile Court and Concrete School District will collaborate for the 2017-18 school year to create a coordinated and collaborative approach to reduce chronic absenteeism and involvement of truant students in court through the development and implementation of culturally appropriate practices and evidence based services that include but are not limited to Community Truancy Boards (CTB) and stay petitions.

**ROLES AND RESPONSIBILITIES:**

Concrete School District agrees to:

- 1) Partner with the Skagit County Office of Juvenile Court to establish district-ran CTB's and implement them no later than the 17-18 school year.
- 2) Designate and identify to the Skagit County Office of Juvenile Court a person or persons to coordinate school district efforts to address excessive absenteeism and truancy and a person or persons at each school to serve as a point of contact regarding truancy.
- 3) File truancy petitions as appropriate pursuant to RCW 28A.225.
- 4) Collaborate with juvenile court as needed to coordinate interventions for truant and chronically absent students.
- 5) Utilize data to determine appropriate interventions.

**Skagit County Office of Juvenile Court agrees to:**

- 1) Collaborate with School District to support in establishing a district ran CTB no later than the 17-18 school year.
- 2) Designate and identify to the school district a person or persons to coordinate truancy court process and collaborate with the school district.
- 3) Collaborate with schools and offer suggestions as to possible interventions related to specific students identified by the school.
- 4) Train districts on the process of filing Truancy petitions for truant youth.
- 5) Process Truancy Petition from the School District

*Skagit County Office of Juvenile Court and participating schools recognize that working effectively together to maximize this partnership and its common goals will strengthen student graduation rates and reduce contact that youth has with the court.*

Barbara Hawkings  
Signature of District Superintendent or designee

Lin Trumble  
Signature of Head Judge or designee, Juvenile Court

June 22, 2017  
Date  
7.3.17  
Date



DATED this 31 day of July, 2017.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

ABSENT

Ron Wesen, Chair

Kenneth A. Dahlstedt  
Kenneth A. Dahlstedt, Commissioner

Lisa Janicki  
Lisa Janicki, Commissioner

Attest:

Amber Epps  
Clerk of the Board

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

Recommended:

Li Tremblay  
Department Head

County Administrator

Approved as to form:

M. Noel (7/12/2017)  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Shane O'Brien (2-18-17)  
Risk Manager

Approved as to budget:

Luisa Yegorova  
Budget & Finance Director