

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 Department of Community Services is effective September 1, 2011 through August 31, 2012 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 Truancy Intervention Specialist position to serve the School Districts and the County Juvenile Court in implementing the truancy portion of the BECCA BILL as outlined by R.C.W. and W.A.C.

2. **RESPONSIBILITIES:** As resources allow, Community Services 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.
- Retry previously attempted, but unused/unsuccessful, services
- Meet with student and/or parent/s – conduct needs assessment
- Retry previously attempted, but unused/unsuccessful, services
- Recommend/assist student/family in connecting with additional services. (*tutoring, student/parent mentoring, Counseling (drug/alcohol, anger management, decision making, individual/family), Skills training/Independent Living skills/Mediation/Teen Empowerment seminars, GED prep/testing, vocational counseling, Job Corps tours, summer school, PASS. ...*)
- Participate in case staffings to assess/modify current strategies and interventions

The department of Skagit County Youth and Family Services, dependant on ongoing Becca funding from the state that serves as a matching contribution to the school district's contribution, will:

- Deliver Stay Petitions and complete State and local database data entry
- Deliver Amended Petitions and complete State and local database data entry
- Deliver Contempt Motions and complete State and local database data entry

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from September 1, 2011 through August 31, 2012.

4. **MANNER OF FINANCING:**

The Truancy Intervention Specialist position shall be funded jointly by Skagit County School Districts and the Department of Community Services. The School Districts as a whole shall fund 50% of the position and Community Services shall fund 50%. Funding shall include salary, benefits and collateral needs as previously agreed upon between the School Districts and the Department of Youth and Family Services. For year 2011/2012, projected annual cost of the Truancy Intervention Specialist position to County is \$82,439. Annual cost includes benefits. 50% of \$82,440 equals \$41,220, 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 \$41,220 |
|-------------------|---|-------------------|----------------------------|
| Anacortes | 36 | 6.17% | \$ 2,545.32 |
| Burlington-Edison | 76 | 13.04% | \$ 5,373.45 |
| Concrete | 8 | 1.37% | \$ 565.63 |
| La Conner | 8 | 1.37% | \$ 565.63 |
| Mount Vernon | 376 | 64.49% | \$26,584.43 |
| Sedro-Woolley | 79 | 13.55% | \$ 5,585.56 |
| Total | 583 | 100.00% | \$41,220.00 |

Therefore, Concrete School District will reimburse Skagit County \$ 565.63 upon receipt of a detailed invoice from Skagit County Community Services.

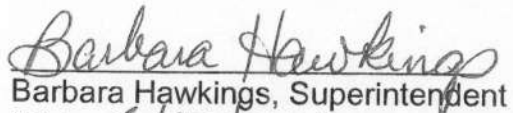
5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed,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

5.1 The County's representative shall be Bob Hicks, Skagit County Community Services.

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 6/22/2011)

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

DATED this 25 day of July, 2011.

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

Ron Wesen

Ron Wesen, Chairman

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

ABSENT

Attest:

Linda Hammen

Clerk of the Board

Sharon D. Dillon, Commissioner

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

Recommended:

Jennifer Kinsley

Department Head

County Administrator

Liz Dunning

Approved as to form:

M. Reed (7/11/2011)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bruce Kadman 7/13/2011

Risk Manager

Approved as to budget:

Linda Logne

Budget & Finance Director