

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS  
1800 CONTINENTAL PLACE, STE. 100  
MOUNT VERNON, WA 98273

SKAGIT COUNTY  
Contract # C20100285  
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## INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY  
AND

CONCRETE SCHOOL DISTRICT

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

1. PURPOSE Skagit County and the District desire to provide At Risk Intervention Specialist (ARIS) services. It is mutually beneficial for the County and the District to purchase a variety of services in a manner that is fiscally prudent and clinically relevant. The County and District are willing to share financial support to provide these services and have the County purchase these services.

### 2. RESPONSIBILITIES:

2.1 The County will receive the revenue on a quarterly basis from the District.

2.2 ARIS staff will link appropriate referrals to services within the community.

2.3 ARIS staff will coordinate services with the District's support staff and communicate the status of student/family treatment issues as needed. ARIS staff will also:

a. Accept referrals from District Personnel.

b. Connect students and their families as needed to family/individual counseling and guidance activities utilizing a variety of therapeutic approaches to treatment, as well as community-based pro-social and skill-building activities.

c. Keep and maintain accurate records as needed by the District as well as required by law and County administrative regulations.

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- d. Provide progress reports to District Superintendent upon request.
- e. Mental Health Service clinical records are considered confidential per chapter 71.34 RCW. Student school records are considered confidential per 34 CFR part 99. An appropriate release of information per these codes must be secured from the child and/or identified family members prior to release of information for these records.
- f. Other duties as may be mutually agreed upon in writing by amending this contract

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from September 1, 2009 through August 31, 2011.

4. **MANNER OF FINANCING:** The District will pay the listed sum as its portion for these service costs each school year:  
Concrete School District \$2125.00 Annual Amount

The County will secure additional support cost for this service. The County will bill the District on a quarterly basis and will expect reimbursement within 10 days following the last day of the month in which such billing is submitted. The above party agrees to pay the total of the above amount in quarterly increments.

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 Jocelyn Palmer Perry, ARIS Program Coordinator.

5.2 District's representative shall be Barbara Hawkings, 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

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 4-28-10)

Mailing Address:  
45389 Airport Way Room 103  
Concrete WA 98237

IN WITNESS WHEREOF, the parties have executed this Agreement this 21<sup>st</sup> day of June, 2010.

APPROVED:

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon

Sharon D. Dillon, Chair

ABSENT

Ron Wesen, Commissioner

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

For contracts under \$5000:

County Administrator

(Authorization per Resolution #R20030146)

Recommended:

By: Kimberly Kinsley

Department Head

By: Lisa Loge

Budget & Finance Director

Approved as to Indemnification:

By: Lois Kearns 6/16/2010

Risk Manager

Approved as to Form:

By: John McElroy

Deputy Prosecuting Attorney

Attest:

Amber Kilgus, Assistant  
Clerk of the Board