

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County  
AND  
The Town of La Conner

THIS AGREEMENT is made and entered into by and between The Town of La Conner ("Town") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: The County desires to provide funding to the Town to operate a Senior Services Program. For the purpose of this Agreement, a senior will be defined as any person 55 years of age or older.
2. RESPONSIBILITIES: It is agreed between the parties during the effective term of this Agreement, the County will provide funding for staffing and program supplies for the Town including senior service programs where older adults can conveniently access services and activities which support their independence, enhance their dignity, and encourage their involvement in and with their community. Programs may include discussion groups, educational classes, support groups, writing classes, yoga classes etc.
3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2021 through December 31, 2021.
4. MANNER OF FINANCING: The County shall reimburse the Town a sum not to exceed six thousand, nine hundred and sixty-six dollars \$6,966.00 for services, using the established GL Code 118-various, and any other GL code(s) necessary. Services including:
  1. Salaries and benefits for staff; and
  2. Office and program supplies incurred through the delivery of services in this agreement.
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 Director of Public Health, and the Senior Program Coordinator.
  - 5.2 Town's representative shall be Maria DeGoede.
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.

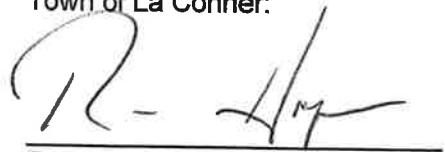
9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

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:**

Town of La Conner:



Ramon Hayes, Mayor

Date: 11-25-2020

Ramon Hayes

Mayor

Print Name of Signatory

Mailing Address:

204 Douglas Street

P.O. Box 400

La Conner, WA 98257

DATED this 8 day of February, 2021.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Lisa Janicki  
Lisa Janicki, Chair

Peter Browning, Commissioner

Ron Wesen  
Ron Wesen, Commissioner

Attest:

Amber Engs  
Clerk of the Board

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

Recommended:

Jennifer Johnson  
Department Head

County Administrator

Approved as to form:

M. Miller 12.7.2020  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Jeff 2/1/2021  
Risk Manager

Approved as to budget:

Irisa Yagne  
Budget & Finance Director