

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 14<sup>th</sup> day of August, 2019, by and between the TOWN OF LA CONNER, a municipal corporation of the State of Washington (hereinafter referred to as the "Town"), and the LA CONNER SCHOOL DISTRICT NO. 311, a municipal corporation of the State of Washington (hereinafter referred to as the "District"),

### **WITNESSETH:**

**WHEREAS**, the District has developed an after-school program, called the Braves' Club, that provides homework assistance, and instruction in STEM programs, arts, enrichment, physical fitness, and other programs beneficial to youth, and

**WHEREAS**, in the current calendar year, the Braves' Club has enrolled 103 members, 40 of which come from families without the economic means to pay for program activities, and

**WHEREAS**, the amount of \$5,000 will allow 10 underprivileged children to participate in the Braves' Club, and

**NOW THEREFORE** in consideration of their mutual covenants, conditions and promises, **THE PARTIES HERETO DO HEREBY AGREE** as follows:

1. **SERVICES.** The District will operate an after-school program as described in the recitals above, and provide services to at least 10 low-income youth for school year 2019.
2. **COMPENSATION.** The Town will compensate the District Five Thousand Dollars (\$5,000) for the services to be provided.
3. **TERM OF AGREEMENT FOR SERVICES.** The term of this agreement shall be from the date hereof, and shall extend until December 31, 2019.
4. **INDEMNIFICATION.** The District shall indemnify and hold the Town, and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Town arising out of, in connection with, or incident to the services to be provided pursuant to this Agreement.

By virtue of this provision, the parties shall not be deemed to have waived their immunity pursuant to Title 51 RCW, and nothing contained in this agreement shall be construed so as to operate as a waiver.

5. COMPLIANCE WITH REGULATIONS AND LAWS. The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

6. ASSIGNMENT. The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

7. NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the Town:  
P.O. Box 400  
La Conner, WA 98257  
Attn: Town Administrator

To the La Conner School District:  
P.O. Box D-2103  
La Conner, WA 98257

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

8. MISCELLANEOUS

A. All of the covenants, conditions and agreements in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.

B. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.

C. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

D. Unless otherwise specifically provided herein, no separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.

E. The purpose of this Agreement is to accomplish the objectives of this Agreement.

F. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.

G. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.

H. No joint oversight and administration board is created hereby.

I. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.

L. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**TOWN OF LA CONNER**

**LA CONNER SCHOOL DISTRICT**

By:   
Mayor

By: \_\_\_\_\_

Approved as to form:

Approved as to form:

  
Town Attorney

Attest:

  
Finance Director

\_\_\_\_\_  
Finance Director

- E. The purpose of this Agreement is to accomplish the objectives of this Agreement.
- F. The funding of the respective obligations of the parties shall be out of the respective general funds/current expenses of the parties, except as otherwise specifically provided.
- G. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- H. No joint oversight and administration board is created hereby.
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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

LA CONNER SCHOOL DISTRICT  
BOARD OF DIRECTORS

AUG 26 2019

TOWN OF LA CONNER

LA CONNER SCHOOL DISTRICT

By: \_\_\_\_\_  
Mayor

By: Whitney Meim  
Superintendent

APPROVED

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Town Attorney

Janice Beasley  
Board Chair

Attest:

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Finance Director