

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
SKAGIT COUNCIL OF GOVERNMENTS (SCOG)

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

1. PURPOSE:

The County will provide an interest bearing line of credit on an as needed basis according to the terms and conditions set forth below to SCOG in order to maintain positive balances on SCOG's financial accounts held by the Skagit County Treasurer.

2. RESPONSIBILITIES:

2.1 County Responsibilities:

Skagit County agrees to authorize a line of credit from Skagit County's general fund up to an amount not to exceed \$200,000 (two hundred thousand US dollars) at an interest rate of 0.5% per month to be drawn upon in the amount, date and manner as determined by the absolute and sole discretion of the Skagit County Treasurer in order to attempt to maintain positive balances in SCOG's financial accounts through the Skagit County Treasurer's Office. Interest shall be billed at the last date of every month and SCOG authorizes the Skagit County Treasurer to deduct such funds to cover the interest owing in addition to the flat monthly service charge of \$50.00 (fifty US dollars) directly from SCOG's financial accounts held by the Skagit County Treasurer. Additionally, the Skagit County Treasurer has the sole and absolute discretion from time to time depending on account balances to withdraw funds directly from SCOG's account held by the Treasurer to repay principal.

2.2. SCOG Responsibilities:

SCOG agrees to give absolute control and discretion to the Skagit County Treasurer to act in accordance with the responsibilities detailed in paragraph 2.1 above. SCOG agrees to be liable and responsible to the County for the applicable interest rate, flat monthly service charge, and principal.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of execution of this agreement for a period not to exceed two years, unless sooner terminated pursuant to the terms herein.

4. **MANNER OF FINANCING:** The County and SCOG agree that the line of credit extended from County shall be administered as detailed in Paragraph 2 of 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 the Skagit County Treasurer.

5.2 SCOG's representative shall be the Executive Director of SCOG.

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. **NO PARTNERSHIP OR JOINT VENTURE:** No Partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or representative of the parties shall be deemed an agent, employee, contractor or subcontractor, consultant, volunteer, or other representative of the other party

8. **INDEMNIFICATION:** SCOG agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the SCOG, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

9. **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.

10. **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.

11. 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.

12. 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.

GOVERNMENT AGENCY:

[Signature] *Chief RTPD/SCOG*

Title of Signatory
(Date *12-21-2011*)

Ramon Hayes
Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

P.O. Box 400
LA CONNER WA 98257

DATED this 27 day of December, 2011.

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

Ron Wesen

Ron Wesen, Chairman

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon

Sharon D. Dillon, Commissioner

Attest:

Amber Klopp Asst.
Clerk of the Board

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

Recommended:

[Signature]
Department Head

County Administrator

Approved as to form:

[Signature] (12/22/2011)
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 12/22/2011
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director