

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit County  
AND

The City of Sedro-Woolley

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

1. **PURPOSE:** To provide legal representation to arrestees at the 8:30 a.m. preliminary appearance calendar in Skagit County District Court while conserving resources of the parties.
2. **RESPONSIBILITIES:** To provide rotating legal representation to arrestees at the 8:30 a.m. preliminary appearance calendar in Skagit County District Court. Within 24 hours of each hearing, the City of Sedro-Woolley and the County shall transmit to each other and to Mountain Law all paperwork associated with the respective party's cases. Neither the City nor the County shall have any obligation beyond provision of representation at the preliminary hearing calendar as agreed to herein. The parties shall jointly compile a schedule of hearing coverage pursuant to this agreement, which includes coverage by public defenders from the Skagit County Public Defender, Mountain Law, and the City of Sedro-Woolley.
3. **TERM OF AGREEMENT:** The term of this Agreement shall be from July 1, 2016 through December 31, 2016.
4. **MANNER OF FINANCING:** No compensation will be given to either party in connection with 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 Keith Tyne, director of the Skagit County Public Defender.
  - 5.2 City's representative shall be Eron Berg, Sedro-Woolley City Attorney.
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:** None.

GOVERNMENT AGENCY:

City of Sedro-Woolley

~~Keith Wagoner - Mayor Pro-Tem~~  
Keith Wagoner, Mayor

6-22-2016  
Date

Mailing Address:

325 Metcalf St.  
Sedro-Woolley, WA 98284  
(360) 855-1661

Attest:

Christie A. Salsin, Deputy Clerk  
Patsy K. Nelson, Finance Director

Approved as to Form:

[Signature]  
Eron Berg, City Attorney

DATED this 27 day of June, 2016.

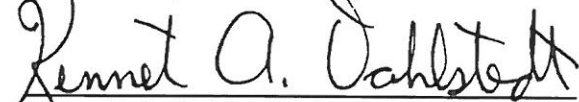
**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**



Lisa Janicki, Chair

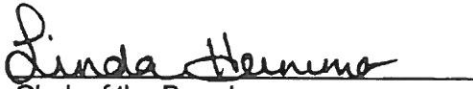


Ron Wesen, Commissioner



Kenneth A. Dahlstedt, Commissioner

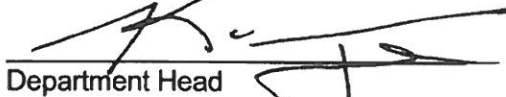
Attest:



Clerk of the Board

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

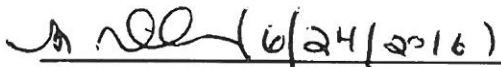
Recommended:



Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:



Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director