

**TOWN OF LA CONNER - LACONNER REGIONAL LIBRARY
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 23rd day of August, 2021, by and between the TOWN OF LA CONNER, a municipal corporation of the State of Washington (hereinafter referred to as "La Conner"), and the LA CONNER REGIONAL LIBRARY, a municipal corporation of the State of Washington (hereinafter referred to as "Library"),

WITNESSETH:

WHEREAS, the Library is the Owner of certain real property in the Town of La Conner, State of Washington, legally described as

LOT 4, BLOCK 16, CALHOUN'S ADDITION TO THE TOWN OF
LA CONNER, AS PER PLAT RECORDED IN VOLUME 1 OF
PLATS, PAGE 14, RECORDS OF SKAGIT COUNTY,
WASHINGTON

commonly known as 614 Morris Street. The Library currently maintains a library facility on this property, which includes parking spaces; and

WHEREAS, the Library has secured public and private funding to construct a new library facility within the Town of La Conner, including funding facilitated by the Town's application for an economic development grant on behalf of the Library, which funds are dedicated to the construction of the new library facility; and

WHEREAS, the new facility is to be constructed on land commonly known as 520 Morris Street in La Conner. The new facility is on close proximity to the existing library facility; and

WHEREAS, the Library intends to dispose of the existing facility subsequent to occupying the new facility, and move all of its operations to the new facility; and

WHEREAS, Library has applied for building permits to construct its new facility (the "Building Permits"); and

WHEREAS, pursuant to Chapter 15.90 of the La Conner Municipal Code, the proposed Library facility must provide twenty (20) off-street parking stalls; and

WHEREAS, pursuant to section 15.90.030 of the La Conner Municipal Code, the Library wishes to exercise an option to pay an in-lieu fee to satisfy fifty percent of the parking requirements required for the new facility; and

WHEREAS, pursuant to section 15.90.030 of the La Conner Municipal Code, the in-lieu fee is \$4,800 per parking space, and the total in-lieu fee for the new library facility amounts to a total of forty-eight thousand dollars (\$48,000); and

WHEREAS, such in-lieu of parking fees Parking Fees are due and payable at the time of building permit issuance pursuant to La Conner Municipal Code section 15.90.030; and

WHEREAS, the new facility will only generate a need for parking after opening, and the existing facility will accommodate provide some parking until such time as it is sold and transferred to a new owner; and

WHEREAS, whereas the parties desire to clearly segregate the in-lieu fee so as to preclude grant monies and donations from satisfying parking requirements, and to approximate the time of payment to the anticipated time of parking impacts;

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

1. **RECITALS.** All of the above recitals are true and correct and are fully incorporated into this Agreement by this reference and made a part hereof.
2. **DEFERRAL.** The Town agrees to defer collection of a portion of the in-lieu parking fees described herein in accordance with the payment schedule set forth in the attached Exhibit "A."
3. **TERM OF AGREEMENT.** The term of this agreement shall be from the date hereof, and shall extend until mutually terminated by the parties.
4. **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.
5. **ASSIGNMENT** The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.
6. **ATTORNEYS' FEES.** If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing

party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

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

To Library

To La Conner

Attn: Library Director

Attn: Town Attorney

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. DELAY. In the event of delay of the issuance of a certificate of occupancy for any reason that is not the fault of the Library, the provisions of Exhibit "A" may be modified on the mutual consent of the parties.

9. MISCELLANEOUS PROVISIONS

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.

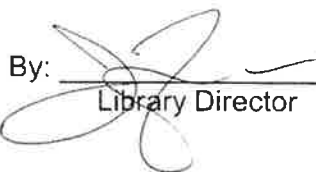
H. No joint oversight and administration board is created hereby.

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 pertaining to the subject matter of this Agreement. 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.

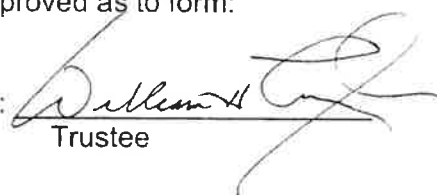
LIBRARY

By: 
Library Director

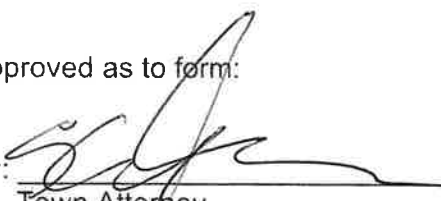
TOWN OF LA CONNER

By: 
Mayor

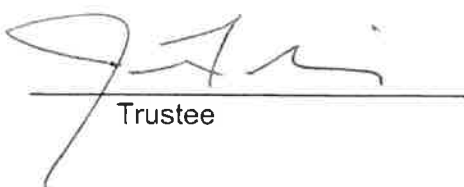
Approved as to form:

By: 
Trustee

Approved as to form:

By: 
Town Attorney

Attest:


Trustee


Finance Director

EXHIBIT A – PAYMENT SWCHEDULE

1. Library shall pay the sum of \$4,800, constituting the fee for one parking space, at the time of issuance of a Certificate of Occupancy for the library facility.
2. Library shall pay an additional sum of \$4,800, constituting the fee for one parking space, on or before January 1, 2023.
3. Library shall pay an additional sum of \$4,800, constituting the fee for one parking space, on or before July 1, 2023.
4. Library shall pay an additional sum of \$4,800, constituting the fee for one parking space, on or before January 1, 2024.
5. Library shall pay an additional sum of \$4,800, constituting the fee for one parking space, on or before July 1, 2024.
6. Library shall pay an additional sum of \$4,800, constituting the fee for one parking space, on or before January 1, 2025.
7. Library shall pay an additional sum of \$4,800, constituting the fee for one parking space, on or before July 1, 2025.
8. Library shall pay an additional sum of \$4,800, constituting the fee for one parking space, on or before January 1, 2026.
9. Library shall pay an additional sum of \$4,800, constituting the fee for one parking space, on or before July 1, 2026.
10. Library shall pay an additional sum of \$4,800, constituting the fee for one parking space, on or before January 1, 2027.