SJC Agreement No.
12AU.005

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
ISLAND COUNTY
and
SKAGIT, SAN JUAN and WHATCOM COUNTIES

THIS AGREEMENT is made and entered into by and between ISLAND COUNTY ("Island County") and Skagit, Whatcom and San Juan Counties ("Counties"), pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

IT IS HEREBY MUTUALLY AGREED THAT,

STATEMENT OF WORK
As provided for in Grant Agreement OSOS Contract No. G-12/176 ("Grant G-12/176"), awarded to Island County by the Washington Office of the Secretary of State, Island County shall furnish activities outlined therein, including hiring an Island County staff person as the Elections Accessibility Coordinator to perform work in Island, Skagit, Whatcom and San Juan Counties as described on Exhibit A, attached hereto. Funds awarded to Island County under Grant G-12/176 may be used for the following:

- Wages and benefits
- Travel expenses
- Supplies
- Website development
- Advertising
- Printing
- Room rentals
- Voter education events

Unless otherwise specified, Island County shall be responsible for performing all fiscal and program responsibilities as set forth in Grant G-12/176.

Each of the Counties agrees to cooperate with the Island County Elections Accessibility Coordinator to assist the Coordinator accomplishing the work described on Exhibit A in each of the Counties.
PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence January 1, 2012, irrespective of the date of execution, and be completed on or before December 31, 2012, unless otherwise terminated as provided herein.

INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its 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 or Counties by reason of entering into this contract except as expressly provided herein.

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.

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.

NO SEPARATE LEGAL ENTITY CREATED – AGREEMENT ADMINISTRATOR - PROPERTY

A. No separate legal entity is created by this Agreement. The Administrator of this Agreement is Sheilah Crider, Island County Auditor, PO Box 5000, Coupeville, WA 98239, telephone number (360) 679-7367, email address S.Crider@co.island.wa.us.

B. No property will be jointly acquired or held in this cooperative undertaking. Each party will use its own property in fulfilling the terms of this Agreement.
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.

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. The terms and conditions of Grant G-12/176 are incorporated herein by reference. 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.

FILING WITH COUNTY AUDITORS

Prior to the entry of this Agreement into force, a copy of this Agreement shall be filed with the County Auditor of each of the Counties.

This Agreement may be signed by the parties in counterparts, with the signature page for each party appended to the original Agreement.

INTERLOCAL COOPERATIVE AGREEMENT approved this 13 day of FEBRUARY, 2012.

Board of County Commissioners
Island County, Washington

By: Helen Price Johnson, Chair

Sheilah Crider
Island County Auditor

Attest:

Elaine Marlow
Clerk of the Board
DATED this 12 day of March, 2012.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

ABSENT
Kenneth A. Dahliedt, Chairman

Sharon D. Dillon, Commissioner

Ron Wesen
Commissioner

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

County Administrator

Attest:

Amber Kugler, Asst.
Clerk of the Board

Recommended:

Jeanne Youngquist, Auditor

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Breece Kudumus 2/29/2017
Risk Manager

Approved as to budget:

Stacia Logan
Budget & Finance Director

INTERLOCAL AGREEMENT – Elections Accessibility Coordinator
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INTERLOCAL COOPERATIVE AGREEMENT approved this 15th day of February, 2012.

WHATCOM COUNTY

Jack Louws
Whatcom County Executive

Date
2/15/12

STATE OF WASHINGTON )
COUNTY OF WHATCOM )
On this 15th day of February 2012 before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Suzanne M. Mildner

APPROVED:

WHATCOM COUNTY AUDITOR'S OFFICE:

Debbie Adelstein
Whatcom County Auditor

DATE
2/14/12

WHATCOM COUNTY:

Prosecuting Attorney

DATE
2/14/12
INTERLOCAL COOPERATIVE AGREEMENT approved this 12th day of March, 2012.

F. Milene Henley
County Auditor
San Juan County, Washington

Pete Rose
County Administrator
San Juan County, Washington

F. Milene Henley 2/28/12

Pete Rose
1/March 2012

APPROVED AS TO FORM ONLY:
Randall K. Gaylord, Prosecuting Attorney
San Juan County, Washington

Date

Date
Sample job duties for the New County Accessibility Coordinator

1. **County Disability Advisory Committees (DAC)**
   - Contact Disability and Social Service Organizations for potential new members for the DAC
   - Schedule DAC meetings and plan the agendas
   - Notify DAC members of meetings and send reminders
   - Facilitate the DAC meetings
   - Post minutes of DAC meetings on county website
   - Communicate important election dates and information with DAC members
   - Collaborate with stakeholders in the disability community for input
   - Network with other counties to share ideas of best practices for DACs

2. **Outreach to Disability and Social Service Organizations**
   - Identify, develop and maintain a database of countywide disability and social service organizations (including name of organization, address, contact person, phone, email and website)
   - Develop press releases or public service announcements on the availability of accessible voting
   - Prepare information on the availability of accessible voting for inclusion in the local voters’ pamphlet
   - Demonstrate the accessible voting equipment
   - Explore innovative ways to educate the community about the availability of accessible voting

3. **County Website Information Regarding Accessible Voting**
   - Ensure content regarding accessible voting is up-to-date
   - Ensure that DAC minutes are posted on the website
   - Seek technical assistance from OSOS Elections Website staff to ensure county website is accessible
4. **County Accessibility Plan**
   - Ensure that the county has a plan to improve accessible voting
   - Coordinate input from the DAC and stakeholders to ensure the plan addresses access issues for voting centers, the locations of drop boxes, and other requirements
   - Develop strategies or procedures as part of the plan for how the county can sustain the accessible voting activities including outreach and voter education when the HAVA Grant for the County Accessibility Coordinator ends

5. **Set Goals and Prepare Progress Reports**
   - Assist in setting goals for activities performed, i.e. number of outreach events to conduct during the grant period, number of DAC meetings during the year
   - Goals should include developing activities and practices that will increase voter awareness of the elections process, accessible voting and encouraging participation for individuals with disabilities
   - Submit Year End Progress Report of activities performed along with Best Practices to the OSOS HAVA Coordinator

6. **Networking**
   - For general technical assistance and sharing best practices on all of the above job duties, consult with the OSOS Elections Accessibility Coordinator.