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Skagit County Auditor

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3/30/2016 Page

1 of

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Return Address:

Skagit Council of Governments
204 W. Montgomery St.
Mount Vernon WA 98273

Document Title:

GMA Administrative Service Interlocal

Reference Number (if applicable): # C20160030

Grantor(s):

☐ additional grantor names on page __.

- 1) Skagit Council of Governments
- 2) _____

Grantee(s):

☒ additional grantor names on page 2

- 1) Skagit County
- 2) _____

Abbreviated Legal Description:

☐ full legal on page(s) __.

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page __.

Document date - November 17, 2015

INTERLOCAL AGREEMENT

REGARDING STAFFING SERVICES FOR GROWTH MANAGEMENT ACT SUPPORT IN SKAGIT COUNTY

THIS AGREEMENT is made and entered into as of this 25th day of January, 2015 (the "**Effective Date**") by and between the Skagit Council of Governments, ("**SCOG**") and the jurisdictions that have ratified the 2002 Framework Agreement, which include: Skagit County, the Cities of Anacortes, Burlington, Mount Vernon, Sedro-Woolley and the Towns of Hamilton and La Conner (hereinafter referred to each individually as the "**Party**" and collectively as the "**Parties**"), pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act, and otherwise conferred on each by State law.

RECITALS

WHEREAS, SCOG is a voluntary organization of local governments whose purpose is to foster a cooperative effort in resolving problems, policies and plans that are common and regional, and whose two major emphasis areas are economic development and transportation; and

WHEREAS, Skagit County, the City of Anacortes, the City of Burlington, the City of Mount Vernon, the City of Sedro-Woolley, the Town of La Conner and the Town of Hamilton ("**Local Governments**"), have entered into an agreement ("**2002 Framework Agreement**") regarding coordinated planning, urban services, and countywide planning policies; and

WHEREAS, the 2002 Framework Agreement allows the Towns of Lyman and Concrete to join the Agreement; and

WHEREAS, the 2002 Framework Agreement established the Growth Management Act Steering Committee to develop recommendations for Countywide Planning Policies, including Urban Growth Areas and residential, commercial and industrial allocations; and

WHEREAS, the Growth Management Act Steering Committee requested SCOG to provide administrative support and staff services for its annual work plan; and

WHEREAS, the SCOG Board of Directors agreed to provide administrative and staff support services to the Growth Management Act Steering Committee and annual work plan.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants in this Agreement, SCOG and the Parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth cost allocations associated with the Growth Management Act Steering Committee activities among the parties to the 2002 Framework Agreement.
2. **RESPONSIBILITIES:**
 - a. **Skagit Council of Governments.** SCOG shall be responsible for the performance of administrative, staff support, technical studies, and work set forth in the annual work plan adopted by the Growth Management Act Steering Committee including the commission of studies and gathering of information which may be utilized by Local Governments in their adoption of policies pursuant to Washington State's Growth Management Act (GMA) as set forth in this Agreement, any attachment thereto, and as otherwise specified herein.
 - b. **Local Governments.** The Local Governments to the 2002 Framework Agreement shall reimburse SCOG for the costs associated with the work SCOG performs on behalf of the Growth Management Act Steering Committee pursuant to the cost allocations specified in this Agreement.
3. **TERM AND TERMINATION OF AGREEMENT:** This Agreement takes effect upon execution of this Agreement by all the Parties (the "**Effective Date**") and continues through December 31, 2016, unless sooner terminated pursuant to the terms herein, and applies to work performed by SCOG in support of the Growth Management Act Steering Committee starting on May 1, 2015. Thereafter, this Agreement will automatically extend for

additional terms of one (1) year each, unless SCOG or one Party provides written notice to the other Parties of its intent to withdraw from the Agreement; provided however, notices to withdraw from the Agreement shall be provided no later than sixty (60) days prior to the end of the then-current term.

4. ADMINISTRATION: Pursuant to the authority granted by Chapter 39.34 RCW the Executive Director of the Skagit Council of Governments shall be the administrator ("**Administrator**") hereof. The Administrator shall be responsible for carrying out the terms and conditions of this Agreement applicable to SCOG. The Growth Management Act Steering Committee shall serve as an oversight committee to review and monitor the progress of the work provided for in this Agreement.
5. BUDGET AND FUNDING: The Administrator will establish an annual budget for the approved work program adopted by the Growth Management Act Steering Committee as per the 2002 Framework Agreement Section 5. The budget shall include cost estimates for each Party and must be approved by the Growth Management Act Steering Committee and SCOG Board of Directors prior to January 1 of each year. Costs shall be shared by the Local Governments based on the total costs incurred by SCOG and shared based on each Local Government's latest population estimate prepared by the State of Washington's Office of Financial Management. The 2015 budget and cost sharing calculation are attached in **Exhibit A**. Any cost incurred by SCOG on behalf of the Local Governments in excess of the amounts shown in **Exhibit A** and subsequent annual budgets must be approved by the Growth Management Act Steering Committee and the SCOG Board of Directors in advance. The Administrator shall prepare an annual work program and budget information for the Growth Management Act Steering Committee's consideration. Billings will be prepared and submitted to the Local Governments on a quarterly basis and shall be paid within thirty (30) days thereof. Billings will be based on the costs incurred by SCOG during the reporting period and describe the work performed.
6. SCOPE OF AUTHORITY: No authority of the Local Governments included in the 2002 Framework Agreement or any authority conferred by the Growth Management Act on the Local Governments is hereby delegated

to SCOG by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of any Party shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of any other Party. No Party has any independent authority to direct the management of the other Parties' activities under this Agreement. No Party has any authority to bind or to act for or to assume any obligations or responsibilities on behalf of the other Parties.

7. TREATMENT OF ASSETS AND PROPERTY: No personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
8. 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 Parties harmless from any such liability. In particular, any unit of Local Government which may be subject to any GMA or LUPA appeal or suit for damages based directly or indirectly on work performed by SCOG pursuant hereto or by the Growth Management Act Steering Committee shall save and hold harmless SCOG from the costs, including attorney fees, and liability for damages related thereto to the extent SCOG is named in any such appeal. It is acknowledged by all Parties that no liability shall attach to the Skagit Council of Governments by reason of entering into this contract except as expressly provided herein.
9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: This Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Such amendments may be for the purposes of, among other things, adding or deleting parties to this Agreement or expanding the responsibilities of the Administrator. 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 case any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the validity of the

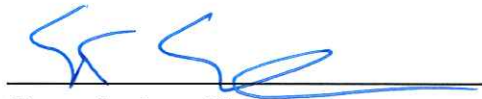
remaining part of such term nor the validity of the remaining terms of this Agreement will in any way be affected thereby.

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. LAW, VENUE AND ATTORNEY FEES AND COSTS: This Agreement shall be construed pursuant to Washington law. Venue for any suit based hereon or related hereto shall be solely in Skagit County Superior Court and the prevailing party in any such suit shall receive an award of its reasonable attorneys' fees and costs, including those incurred on any appeal.
13. NO THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of the Parties and not for the benefit of any third person or party not a Party hereto.
14. RECORDING/WEB SITE NOTICE: Each Party will post this Agreement on its website or will, at its own expense, record this Agreement with the Skagit County Auditor as required by RCW 39.34.040.
15. ADDITIONAL PARTIES: The Town of Lyman and/or the Town of Concrete, should execute the 2002 Framework Agreement and a version of an "Acceptance of Terms and Conditions" substantially in the form as attached in **Exhibit B** hereto, and shall, as of the first day of the following calendar quarter, be admitted as parties hereto with any further action by the then Parties hereto ("Admission"). Each such Town shall, from the date of Admission immediately pay the then current quarterly assessment based on the formula set forth in current assessment based on the then current budget as calculated pursuant to Section 5 above. Upon such Admission, the Administrator shall cause the Cost Allocation in **Exhibit A** to be modified to account for the new Party.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date set forth above.

[Remainder of document intentionally blank. Signature pages to follow]

SKAGIT COUNCIL OF GOVERNMENTS



Steve Sexton, Chair
SCOG Board of Directors

Date 11-19-2015

Attest:



Kevin Murphy, Executive Director

Approved as to form:



Bradford E. Furlong, WSBA #12924
SCOG Attorney

CITY OF ANACORTES



Laurie Gere, Mayor

Date 12.9.15

Attest:



Steve Hoglund, Finance Director

Approved as to form:



Darcy Swetnam, WSBA #40530
City Attorney

CITY OF BURLINGTON



Steve Sexton, Mayor

Date 12/14/15

Attest:



Crystil Wooldridge, Finance Director

Approved as to form:



Leif Johnson, WSBA #38291
City Attorney

CITY OF MOUNT VERNON



Jil Boudreau, Mayor

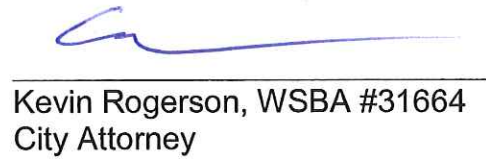
Date 3-22-16

Attest:



Alicia D. Huschka, Finance Director

Approved as to form:



Kevin Rogerson, WSBA #31664
City Attorney

CITY OF SEDRO WOOLLEY

Keith L. Wagoner
~~Mike Anderson, Mayor~~
Keith L. Wagoner

Date 29 JAN 16

Attest:

Patsy K. Nelson
Patsy Nelson, Finance Director

Approved as to form:

Eron M. Berg
Eron M. Berg, WSBA #29930
City Attorney

TOWN OF HAMILTON

Joan Cromley
Joan Cromley, Mayor

Date Dec 8, 2015

Attest:

Angela Evans
Angela Evans, Town Clerk

Approved as to form:

n/a
_____, WSBA #____
Town Attorney

TOWN OF LA CONNER



Ramon Hayes, Mayor

Date January 13, 2016

Attest:



Maria De Geode, Finance Director

Approved as to form:

_____, WSBA # _____
Town Attorney

DATED this 25 day of January, 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

Approved as to budget:

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

Print Name: _____
Budget & Finance Director

Print Name: _____
County Administrator

EXHIBIT "A"
2015 SCOPE OF SERVICES BUDGET AND COST SHARING

The Growth Management Act Steering Committee (GMASC) requested SCOG to coordinate the GMASC activities and work program. SCOG staff has estimated the resources necessary to support the administrative and technical work for 2015. These costs are for work not allowed to be charged to SCOG current transportation grant programs.

2015 Work Program and Budget

Administrative Support: Provide administrative support and coordinate efforts of the Growth Management Act Steering Committee (GMASC). Provide administrative support as needed to conduct meetings of the GMASC and its Technical Advisory Committee (TAC). Anticipated activities include preparing agendas, minutes of the GMASC, resolutions, and maintaining related supporting materials.

Estimated cost \$3,800

Technical Support: Review local jurisdictions land capacity analysis methods and results. Participate in and coordinate with the GMA TAC regarding initial growth allocations and reconciliation process. GMA TAC will participate and do substantial portion of the work in reviewing buildable lands analysis and growth reconciliation. SCOG staff will coordinate and provide an objective review of the methods, assumptions and coordinate the reconciliation process.

Estimated cost \$4,700

Cost Allocation: Cost to be share among the 2002 Framework Agreement participates based on their respective share of population annual reported by the Office of Financial Management (OFM), see table.

Entity	OFM 2015 Population	Pro-Rata %
Unincorporated Skagit County	49,220	41.21%
City of Anacortes	16,310	13.65%
City of Burlington	8,485	7.10%
Town of Hamilton	305	0.26%
Town of La Conner	895	0.75%
City of Mount Vernon	33,530	28.07%
City of Sedro Woolley	10,700	8.96%
Totals	119,445	100%

EXHIBIT B
Acceptance of Terms and Conditions

I, _____, the Mayor of the Town of _____ ("Town"), do this ____ day of _____, 20XX, hereby certify that the _____ Town Council did, on the ____ day of _____, 20XX authorize me to memorialize the Town's acceptance of the full terms and conditions to the INTERLOCAL AGREEMENT REGARDING STAFFING SERVICES FOR GROWTH MANAGEMENT ACT SUPPORT IN SKAGIT COUNTY dated the ____ day of _____, 20XX. The Town shall, effective the first day of the next calendar quarter hereafter, be a party to said agreement and fully subject to its terms and conditions. I hereby certify that the Town of _____ is now also a party to the 2002 Framework Agreement.

TOWN OF _____

By _____
Mayor

Attest:

Clerk-Treasurer

Approved as to Form:

Town Attorney