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Skagit County Auditor

After Recording Return To:

Port of Skagit County
P.O. Box 348
Burlington, WA 98233

3/18/2013 Page 1 of 5 10:32AM

INTERLOCAL AGREEMENT
BETWEEN
THE PORT OF SKAGIT COUNTY
AND
SKAGIT COUNCIL OF GOVERNMENTS
REGARDING INDUSTRIAL LANDS INVENTORY OF SKAGIT COUNTY

THIS AGREEMENT is made and entered into by and between the Port of Skagit County, ("Port of Skagit"), and Skagit Council of Governments, (SCOG), pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act, and otherwise conferred on each by state law.

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, the most recent comprehensive survey of industrial land was completed by Skagit County in 1996, the results documented in a report entitled Skagit County Industrial and Commercial Land Inventory; and

WHEREAS, SCOG desires to have a new inventory of industrial land completed to determine the quantity and condition of existing industrial land in the county, and to begin to analyze whether the existing land is sufficient to meet forecasted demand and served adequately by transportation infrastructure, in preparation for GMA required updates to the County's Comprehensive Plan, Regional

Transportation Plan and future updates to the Skagit County Community Economic Development Strategy; and

WHEREAS, a principal element of the Port of Skagit's mission is the creation of jobs in the community through economic development and other means; and

WHEREAS, the Port of Skagit finds an updated GIS-based industrial lands inventory of Skagit County is necessary to understand the adequacy of the county's existing jobs-producing land base, so as to effectively market existing properties to new businesses and to determine which properties may have unique site characteristics that appeal to specific segments of industry; and

WHEREAS targeted, effective marketing and a county-wide emphasis on supplying adequate industrial property to meet demand will bring new businesses to the area, which will spur economic growth through creation of new jobs, reduced out-commuting, and increased tax revenues all of which supports the mission of the Port of Skagit; and

WHEREAS, the Port of Skagit County is contracting with a consultant to perform the industrial lands inventory, the anticipated cost of which is approximately \$35,000, and the Port of Skagit County has requested local jurisdictions and other organizations, including SCOG, contribute funding for this project; and

WHEREAS, SCOG is willing to contribute \$7,000 in funding, and any relevant available data, to the Port of Skagit for completion of the industrial lands inventory;

NOW, THEREFORE, Skagit Council of Governments and the Port of Skagit agree as follows:

1. PURPOSE: The purpose of this agreement is to allow SCOG to contribute funding, relevant data, and staff cooperation to the Port of Skagit for completion of the industrial lands inventory.
2. RESPONSIBILITIES:

The Port of Skagit agrees to complete the industrial lands inventory, which includes tasks such as:

- A. Selecting, contracting with, and managing the project consultant;
- B. Overseeing and managing project, including the budget and schedule;
- C. When necessary, assist project consultant with coordination of communication and meetings with local jurisdictions.

SCOG agrees to:

- A. Contribute \$7,000 to the Port of Skagit for payment of consultant fees;
- B. Provide available GIS data sets and other pertinent information to project consultant as requested;
- C. Provide collaborative consultation with the Port of Skagit, the project consultant, and other jurisdictions throughout the industrial lands inventory process.

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of execution through December 31, 2013.
4. **FINANCING:** SCOG shall contribute \$7,000 to the Port of Skagit for completion of the industrial lands inventory project. The Port of Skagit shall invoice SCOG for the \$7,000 contribution.
5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of the Agreement and 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 Port's representative shall be the Port Executive Director.

5.2 SCOG's representative shall be the Executive Director.

6. **FEDERAL AWARD INFORMATION:** The following federal award information is relevant to the agreement.

CFDA Title: Highway Planning and Construction

CFDA Number: 20.205

Award Name: Metropolitan/Regional Transportation Planning
Organization
Award Number: GCA 6785
Federal Agency: US Department of Transportation

Subrecipients expending \$500,000 or more in federal awards during the subrecipient's fiscal year are required to have an audit in conducted in accordance with Office of Management and Budget (OMB) Circular A-133.

Subrecipients of federal funds are also required to follow the Uniform Administrative Requirements (A-102 or 2 CFR Part 215) and Cost Principles (2 CFR Part 220, 2 CFR Part 225 or 2 CFR Part 230) as required for the subrecipient's entity type.

7. TREATMENT OF ASSETS AND PROPERTY: No fixed assets of 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 party harmless from any such liability. It is further provided that no liability shall attach to the Skagit Council of Governments 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 through the date of termination and those reasonably incurred to terminate the project.
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.

Skagit Council of Governments and the Port of Skagit hereby acknowledge and accept the terms and conditions of this Agreement this 12th day of March, 2013.

**PORT OF SKAGIT COUNTY
BOARD OF COMMISSIONERS**



Kevin E. Ware, President



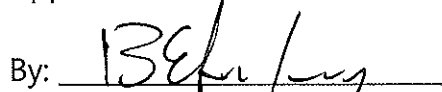
Steven Omdal, Vice President



William Shuler, Secretary

Date: March 12, 2013

Approved as to Form:

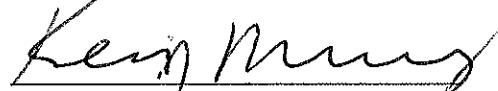
By: 

Bradford E. Furlong, WSBA # 12924
Port Attorney

SKAGIT COUNCIL OF GOVERNMENTS



Ron Wesen, Chair



Kevin Murphy, Executive Director

Date: 2-20-2013