

INTERLOCAL AGREEMENT REGARDING OPPORTUNITIES FOR THE COOPERATIVE PROVISION OF SERVICES AND FACILITIES

THIS INTERLOCAL COOPERATIVE AGREEMENT REGARDING OPPORTUNITIES FOR THE COOPERATIVE PROVISION OF SERVICES AND FACILITIES (“**Agreement**”) is made and entered into as of this _____ day of _____, 2018 (the “**Effective Date**”), by and between the CITY OF MOUNT VERNON (“**City**”) and SKAGIT COUNTY (“**County**”) (hereinafter referred to individually each as the “**Party**” and collectively as the “**Parties**”).

RECITALS

A. RCW 39.34.010 envisions that local government will cooperate with the goal of providing services and facilities that meet the needs of the community.

B. RCW 39.34.080 authorizes public agencies to enter into contracts with one another to “perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform.”

C. Skagit County government is seated in the City of Mount Vernon and provides general government services at multiple campuses within the city: the Law and Justice Campus located downtown, the College Way Campus, the Continental Place Campus, the Community Justice Center, the East College Way Campus (Emergency Medical Services (EMS), the Emergency Management (DEM) and Skagit 911 Facility). Skagit County maintains the Skagit County Playfields, Mount Vernon Senior Center, Cleveland Park and the Skagit County Fairgrounds. Skagit County also leases facilities in Mount Vernon for the provision of services.

D. The City of Mount Vernon is a municipal government that provides traditional services from multiple locations including City Parks, City Library, maintaining the transportation system, providing fiber optic infrastructure, Police & Fire Protection, and administrative services.

E. Each of the Parties to this Agreement desires to create a cooperative relationship to collaborate on each Party’s needs with the goal of establishing collective, long-range strategies, joint ventures and vision that will meet the needs of the community served by the Parties and

through a potential joint approach to address common interests, services, buildings and spaces benefiting the public.

F. Parties are co-located in Mount Vernon and have similar, and sometimes competing, needs and interests for facilities and services. Parties desire to work towards supported planning of spaces and services. Parties currently have independent plans which address services and current and future needs for facilities.

G. The population of Skagit County and Mount Vernon has grown substantially since Skagit County was seated in Mount Vernon, along with the growth of businesses, retail, and residential neighborhoods.

H. Downtown Mount Vernon has also undertaken significant revitalization plans and efforts, with the creation of design standards and completion of the flood control project which have further increased local business opportunities and community support for a vibrant downtown area.

I. Sustainability of the downtown economy is in part dependent on the availability of adequate parking for business patrons and employees. For decades, downtown Mount Vernon has been challenged to provide sufficient parking capacity needed to meet the growing business and retail needs.

J. The Parties have concluded that it would be beneficial to collaborate and plan for the highest and best use of space and facilities in downtown Mount Vernon, including the Law and Justice Campus and provision of fundamental government services.

K. Mount Vernon is the home of numerous community based services for Skagit County residents.

L. As part of the planning for the use of space and facilities, the Parties also wish to collaborate and plan for the provision of certain community, behavioral health, mental health, and housing services primarily serving the Mount Vernon community.

M. Opportunities for Parties to partner include, but are not limited to:

- Embedded Social Worker;
- Support for the community center/library;
- Permanent supportive housing;
- Provision of a system for countywide fiber/broadband;
- Homelessness outreach services;
- Cooperative development of parking facilities;
- Population Health Trust efforts with Public Health;
- Opioid manufacturer litigation;
- Behavioral Health services;
- Future replacement of the courthouse facility;

- Recreation opportunities enhancements such as trail connectivity with Dike Districts.

N. Parties agree that it may be beneficial to explore working together with multiple service agencies. Current agencies to partner with include, but are not limited to:

- DSHS
- Northwest Workforce
- Skagit Regional Health
- Goodwill
- Skagit Valley College
- Skagit 911
- NW Washington Research and Extension Center
- Skagit Transit
- Port of Skagit
- EDASC
- Dike Districts
- PUD No. 1
- NW Innovation Resource Center
- Skagit Valley Family YMCA
- Community Action Agency of Skagit County
- Mount Vernon School District
- Pioneer Human Services
- Sunrise Services
- Catholic Community Services

AGREEMENT

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

1. Parties. The Parties’ roles and responsibilities with respect to OPPORTUNITIES FOR THE COOPERATIVE PROVISION OF SERVICES AND FACILITIES will be to remain solution oriented as meetings and work continues towards the development of a joint strategic plan to address facilities and the provision of services. Parties will have open discussions and a working committee made up of representatives from the City and County shall hold regular meetings at mutually agreed upon times at least twice a year.

2. Administration. Parties agree to form a working committee to explore cooperative efforts. Periodic updates will be provided to Parties leadership (The Board of Skagit County Commissioners and the Mount Vernon City Council).

City Representatives will include:

Mayor
 Project Development Manager
 One City Councilmember
 Department Heads and staff as appropriate

County Representatives will include: One Commissioner Representative
 Administrator
 Public Health Director
 Facilities Director
 Department Heads and staff as appropriate

The working committee will be responsible for carrying out the terms and conditions of this Agreement.

3. Assumptions. In entering into this Agreement the Parties recognize the following collective assumptions which serve as a framework for this Agreement:

- a. Parties will work together whenever feasible.
- b. City has jurisdiction over all zoning and planning within Mount Vernon city limits.
- c. Parties will recognize and accommodate growth and development needs.
- d. Each party has independent Capital Facility Plans and Comprehensive Plans under which they operate. Parties may collaborate on a joint plan, and take other specific development plans into consideration (i.e.: Downtown Mount Vernon Association)
- e. Parties will be solution oriented regarding planning and zoning.
- f. Parties will share data, some of which will include:
 - Number of buildings and total square footage of buildings and property
 - Number of full-time employees in Mount Vernon
 - Number of parking spaces within proximity of facilities in Mount Vernon
- g. Parties acknowledge that the Skagit County workforce located at the Law and Justice Campus is important to the economic vitality of downtown Mount Vernon.
- h. Parties recognize that final decision making regarding planning and zoning may require that the party with jurisdiction follow necessary public process and procedures set forth in state law and local regulations. This agreement shall not be interpreted or performed in a manner that replaces, conflicts, supersedes or violates such processes.

4. Goals. The Parties’ collective goals under this Agreement are to work together to explore their long-range vision for available opportunities due to co-location and to, more specifically:

- a. Improve public services to residents and encourage the private sector to create and sustain jobs benefitting all of Skagit County and its residents that are compatible with the following goals:
 - i. Meet the standards set for development by the City;
 - ii. Enhance downtown Mount Vernon and acknowledge and protect the historic significance and character;
 - iii. Acknowledge and respect neighboring retail and business needs;
 - iv. Capture potential synergy of co-location of public services.

5. Working Group. Defined Success. The Subcommittee will provide updates during public meetings on the future success of OPPORTUNITIES FOR THE COOPERATIVE PROVISION OF SERVICES AND FACILITIES. Success will be defined as the following:

- a. Increased economic value-jobs, tax revenue, other indirect economic benefits.
- b. Stewardship and preservation of historic and natural resources.
- c. Promotion and enhancement of non-motorized trails for public access and connectivity.
- d. Defining the appropriateness and compatibility of location of services and facilities.
- e. Implementation of a plan for long term success.
- f. Identification of opportunities for infill and redevelopment.

6. Purpose. Parties shall coordinate meetings and work together whenever feasible to carry out roles and responsibilities, while considering the collective goals as set forth in Section 4 above. In doing so, Parties shall engage in activities and review which includes, but is not limited to, the following:

- a. A review of the existing structures and improvements, including parking lots, for the purposes of assessing their usability, structural feasibility and cost and economic feasibility to maintain, as well as to determine which structures should be preserved and maintained, and which should be updated or destroyed.
- b. A review of existing and necessary infrastructure.
- c. The preparation and implementation of a communication plan to seek input, conduct neighborhood/community meetings and convey information with the communities that the Parties serve.

- d. The preparation of appropriate agreements between the Parties or jointly with other parties.
- e. Preparation and adoption of Comprehensive Plan amendments and/or Development Regulations along with planning for any agreed upon projects or outcomes between the Parties.

Parties may engage consultants from time to time as deemed necessary or appropriate by the Parties to assist in evaluating various models, strategies and joint actions under consideration.

7. Term and Termination. This Agreement takes effect upon execution by the Parties and will automatically extend for additional terms of one (1) year each, unless one Party provides notice to the other Parties of its intent to withdraw from the Agreement. A Party may withdraw from this Agreement at any time by providing sixty (60) days written notice to the other Party.

8. Scope of Authority. No partnership and/or joint venture exists between the Parties, and no partnership and/or joint venture is created by and between the Parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the Parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Parties. No Party has any independent authority to direct the management of the other Parties' activities under this Agreement or unless authorized in writing by the other Parties. No Party has any authority to bind or to act for or to assume any obligations or responsibilities on behalf of the other Parties.

9. Indemnification. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternate dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers. It is further provided that no liability shall attach to any party by reason of entering into this Agreement except as expressly provided herein.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

10. No Separate Legal Entity. The Parties are not creating a separate legal entity or agency by this Agreement.

11. Notices. Any and all notices or communications required or permitted to be given under any of the provisions of this Agreement must be in writing and will be deemed to have been given upon receipt when personally delivered; the next day when sent by overnight courier; or when made via United States mail, three (3) days after deposit in the United States mail if sent by first class, certified or registered mail, return receipt requested. All notices must be addressed to the Parties at the addresses set forth below or at such other address specified by notice by one Party to the other Parties.

If to Skagit County:

Attn: County Administrator
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

If to the City of Mount Vernon:

Attn: Mayor
Mount Vernon City Hall
910 Cleveland Avenue
Mount Vernon, WA 98273

12. Applicable Law. This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington. Any dispute or proceeding arising out of this Agreement shall be filed in the Superior Court of the State of Washington for Skagit County.

13. Assignment. This Agreement is personal to the Parties. No Party to this Agreement may assign its rights or obligations hereunder.

14. Authorization. Each Party represents and warrants to the others that it is duly authorized to enter into and to carry out the terms of this Agreement.

15. Independent Review. This Agreement has been reviewed by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement.

16. 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.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together constitute one and the same instrument.

18. Recording/Web Site Notice. Each Party will post this Agreement on its web site or will, at its own expense, record this Agreement with the Skagit County Auditor as required by RCW 39.34.040.

19. No Third Party Beneficiaries. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the State Property, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any Party.

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

CITY OF MOUNT VERNON

Jill Boudreau, Mayor

Mailing Address:
910 Cleveland Avenue
Mount Vernon, WA 98273

Attest:

Doug Volesky, City Finance Director

Approved as to form:

Kevin Rogerson, City Attorney

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

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Attest:

Skagit County Clerk of the Board

Recommended:

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director