

State of Washington Department of Enterprise Services PO Box 41411 Olympia, WA 98504-1411	<b>INTERAGENCY AGREEMENT</b>	
	IAA No:	K5376
Port of Skagit County 15400 Airport Drive Burlington, WA 98233	Effective Date:	July 1, 2018

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**PORT OF SKAGIT COUNTY**  
**AND**  
**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES**  
**FOR**  
**COMMITMENTS AFTER TRANSFER OF REAL PROPERTY**

Pursuant to RCW Chapter 39.34, this Interagency Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and the Port of Skagit County ("Port"), and is dated and effective as of July 1, 2018.

**RECITALS**

It is the purpose of this Agreement to document commitments that survive transfer of real property known as North Cascades Gateway Center, Sedro-Woolley Innovation for Tomorrow (SWIFT) Center, and former Northern State Hospital, referred to as "property", in Sedro-Woolley, Washington. The parties concur that this Agreement delineates commitments that continue after termination of prior agreements.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

- 1. TERM.** Subject to other provision, the term of this Agreement shall commence on July 1, 2018, and be completed on June 30, 2020, unless terminated sooner as provided in this Agreement or extended through a properly executed amendment.

## 2. STATEMENT OF WORK

a. Behavioral Health Transition

Skagit County, North Sound Behavioral Health Organization, and other partners are continuing to work together to transition behavioral health services from the campus to local communities to help meet the vision for development of an innovation and clean technology campus. After numerous meetings with the community, all parties agree that transition of behavioral health services from the campus supports this vision for the future.

Both Enterprise Services and the Port will continue to support behavioral health transition from the property to community-based delivery of services. The Port has committed to support existing tenants on a short-term basis on the campus. As the Port deems appropriate, the Port will perform demolition of the two buildings currently occupied for behavioral health treatment and will restore the sites following transition of behavioral health services off the property. Enterprise Services supports the Port's plan, which is consistent with the community's vision for the property.

b. Emergency Access Road

Enterprise Services will complete construction of, and maintenance and repairs, to an existing secondary access road to the property to allow for ingress and egress by emergency vehicles. Upon coordination through the Enterprise Services' project manager, the Port will allow access for Enterprise Services and its contractors for design and construction of the emergency access road.

c. Hazardous Substances

Subject to availability of funding for this purpose, Enterprise Services will remediate hazardous substances that exist on the property that the state legally has a duty to remedy and that are identified in conjunction with the transfer.

d. Potentially Historic Items

Enterprise Services and the Port will coordinate retention and disposition of potentially historic items consistent with legal requirements and past practices.

e. Preservation Margin

The Port will lead efforts to identify and secure preservation margin funds necessary to redevelop the property. Enterprise Services will continue to support the identification and securing of preservation margin funds necessary for the Port to develop the property.

f. Utilities and Related Infrastructure

Enterprise Services will cooperate with the Port on inspection and reporting of all onsite systems, including but not limited to sanitary sewer, storm water, domestic water, power distribution, steam system, etc. in conjunction with the transfer. Subject to availability of funding for this purpose, Enterprise Services will contribute to costs of inspections, reports, and/or repairs.

3. **COMPENSATION.** Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. Enterprise Services shall pay the Port an amount not to exceed \$50,000.00 total for remaining work mutually agreed to be done under Statement of Work above. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded.
4. **INVOICES; BILLING; PAYMENT.** The Port shall submit separate invoices for each eligible section under Statement of Work above. Payment for approved goods and/or services will be made by check, warrant, or account transfer within thirty (30) days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within thirty (30) days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within thirty (30) days after the end of the fiscal year.

Each invoice voucher submitted to Enterprise Services by the Port shall include such information as is necessary for Enterprise Services to determine the exact nature of all expenditures. At a minimum, the Port shall specify the following:

- a. Enterprise Services' Agreement Number K5376
- b. Section number under the Statement of Work
- c. Total invoice charge

**5. CONFIDENTIALITY; RECORDS RETENTION; AND PUBLIC RECORDS.**

- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the Services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any Service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

6. **AGREEMENT MANAGEMENT.** The parties hereby designate the following Agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be

the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

<b>Enterprise Services' Representative:</b>	<b>Port Representative:</b>
Ann E. Sweeney	Patricia H. Botsford-Martin
Special Assistant to the Director's Office	Executive Director
Department of Enterprise Services	Port of Skagit County
PO Box 41401	15400 Airport Drive
Olympia, WA 98504-1401	Burlington, WA 98233
Phone: (360) 407-9385	Phone: (360) 757-0011
E-Mail: <a href="mailto:ann.sweeney@des.wa.gov">ann.sweeney@des.wa.gov</a>	E-Mail: <a href="mailto:patsy@portofskagit.com">patsy@portofskagit.com</a>

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7. **DISPUTE RESOLUTION.** To the extent practicable, the parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties hereto.
  
8. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such

termination, 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 such termination.

**9. GENERAL PROVISIONS.**

- a. INTEGRATED AGREEMENT. This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter and supersedes all prior interagency agreements, negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- b. AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- c. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- d. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- e. GOVERNING LAW. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- f. JURISDICTION AND VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- g. CAPTIONS AND HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- h. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**PORT OF SKAGIT**

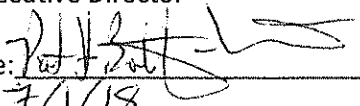
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Patricia H. Botsford-Martin

By: Christopher Liu

Title: Executive Director

Title: Director

Signature: 

Signature: 

Date: 7/1/18

Date: 7-1-2018

