

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

THE CITY OF SEATTLE, SEATTLE CITY LIGHT DEPARTMENT

THIS AGREEMENT (herein "Agreement") is made and entered into by and between The City of Seattle, acting through its Seattle City Light Department, a Washington municipal corporation ("City") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The City and the County may be individually referred to herein as a "Party," and may be collectively referred to herein as the "Parties." In consideration of the following terms and conditions, the parties mutually agree as follows:

1. PURPOSE: The County currently owns a parcel of real property commonly described as Skagit County Assessor Tax Parcel Number: P63501 (the "County Property"). The City owns a parcel of real property commonly identified as Skagit County Assessor Tax Parcel Number: P63500 (the "City Property"), which is adjacently located to the north of the County Property. As part of Seattle City Light's Fish and Wildlife Lands Program and Endangered Species Act Lands Program (Habitat Lands Program"), the City acquired the City Property and several other parcels of land in the vicinity. The City desires to acquire the County Property as part of its Habitat Lands Program for possible use in future City fish and wildlife habitat restoration projects, and the City has requested that the County transfer the County Property to the City for such purposes. The County has determined that the County currently has no practical use or need for the County Property, and that the County desires to transfer the County Property to the City for use by the City for its Habitat Lands Program, as provided by the terms of this Agreement.

1.1 The County has determined that the County has no use or need for the County Property, and the City desires to acquire the County Property from the County. The Parties acknowledge that the local Skagit County community may be benefited if the County Property were to be transferred to the City for use by the City as part of its Habitat Lands Program, and the County desires to convey the Property to the City pursuant to the terms of this Agreement. The Parties agree that the mutual benefits provided by the terms of this Agreement are adequate consideration for this Agreement.

2. RESPONSIBILITIES: The Parties to this Agreement mutually agree as follows:

2.1 The County shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):

- 2.1.1 Subsequent to the mutual execution of this Agreement, the County shall convey the County Property to the City via a quit claim deed within a reasonable period of time, but not later than six (6) months from the date of mutual execution of this Agreement. The substantial form of the quit claim deed for the County Property is attached hereto as Exhibit “1” and is hereby incorporated by reference. The quit claim deed shall become effective upon recording with the Skagit County Auditor. The Parties shall cooperate with one another to conduct such further acts as may be necessary for the formal execution and recording of the quit claim deed as soon as practicable. The City shall approve and accept the form of quit claim deed prior to being recorded. The terms of the quit claim deed are part of the consideration mutually provided by the Parties for this Agreement.
- 2.1.2 The Parties recognize and agree that but for and in reliance upon the terms of this Agreement, the County would not have conveyed the County Property to the City, and that such conveyance of the County Property by the County to the City shall be subject to the terms of this Agreement.
- 2.1.3 The County shall convey the County Property to the City “as is” without any representations or warranties of any kind (express or implied).
- 2.1.4 The City shall be solely and separately responsible and liable for the payment of any applicable costs and/or real estate excise taxes (and other applicable recording fees, or other fees, costs, and expenses) for said transfer of the County Property from the County to the City.
- 2.2 The City shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):
 - 2.2.1 Upon recording of the quit claim deed, thereafter the City shall defend, indemnify, and hold harmless the County from any and all claims, demands, judgments and damages arising from and/or related to the ownership, use, and/or occupancy of the County Property by the City. The terms of this Section 2.2.1 shall survive the termination or expiration of this Agreement.
 - 2.2.2 The City agrees that the City shall be solely and separately liable and responsible for any and all future costs, expenses, and liability associated with the County Property upon transfer to the City. The terms of this Section 2.2.2 shall survive the termination or expiration of this Agreement.
- 2.3 Neither the County nor the City is obligated to provide any funds, or perform or provide any other services, duties, or responsibilities except as is expressly provided pursuant to the terms of this Agreement.
3. TERM OF AGREEMENT: This Agreement shall commence upon mutual execution, and continue for a period of two (2) years, unless this Agreement is sooner terminated by the Parties pursuant to the terms of this Agreement.
4. MANNER OF FINANCING: The Parties agree that the terms of this Agreement are sufficient consideration for the transfer of the County Property from the County to the City, as provided herein. No funds shall be paid by the City to the County as compensation for the City’s

acquisition of the County Property, and the County shall not be responsible for any costs associated with the City's acquisition of the County Property, except as may be expressly provided herein.

4.1 Upon transfer of the County Property to the City, the City will assume any and all liability and responsibility for the County Property, and the City shall be solely and separately responsible and liable for any and all costs, charges, and expenses arising from and/or related to the County Property (once the County Property has been conveyed to the City). The terms of this Section 4.1 shall survive any termination or expiration of this Agreement.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for 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 County's representative shall be the Skagit County Solid Waste Division Manager, or her/his designee.

5.2 City's representative shall be Seattle City Light's Environment, Land and Licensing Division, or his/her designee.

6. INDEMNIFICATION: Except as is otherwise set forth per the terms of this Agreement, 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 County or City by reason of entering into this contract except as expressly provided herein.

7. LIMITATION OF LIABILITY: Any third party having a claim against the City, however arising, shall have recourse only against the City, and shall have no recourse against the County, its appointed or elected officers, employees, volunteers or its/their assets or credits (subject to the provisions of Section 6., herein).

8. UTILITIES, TAXES, & LIENS: Upon recording of the quit claim deed for the Property, the City shall be separately responsible and liable for any utilities, taxes, assessment, liens, and/or other similar expenses (if any) for the Property.

9. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively held or used pursuant to this Agreement. Upon recording of the quit claim deed, the County Property conveyed to the City pursuant to this Agreement shall be the sole and separate property of the City.

10. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The Parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so or have voluntarily chosen not to do so. The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect,

and that they enter into this Agreement with full knowledge of its terms. The Parties have entered into this Agreement without duress or undue influence.

11. **CHANGES, MODIFICATIONS, AMENDMENTS, & WAIVERS:** The Agreement may be changed, modified, amended or waived only by subsequent written agreement duly 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.

12. **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.

13. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

14. **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, property owners, tenants, and/or residents located at or in the vicinity of the Property, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either Party to this Agreement.

15. **COMPLIANCE WITH LAWS:** The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If necessary, the City (at the City's own expense and liability) shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any use and/or occupancy of the Property, or conducting any work on or at the Property, and the City shall be solely and separately responsible and liable for compliance with all terms and conditions of any such permit(s) obtained or procured by the City.

16. **TERMINATION:** Prior to the mutual execution or recording of the quit claim deed, either 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. Either Party may terminate this Agreement for any reason, with or without cause, including convenience.

17. **USE OF DOCUMENTS AND MATERIALS PRODUCED:** Unless privileged or otherwise exempt from public disclosure, the Parties shall both have the right to use, disclose, and distribute any and all documents, writings, programs, data, public records or other materials prepared by either Party in connection with performance of this Agreement. The Parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

19. **STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the Parties. Any other agreements by and between the Parties shall continue in full force and effect.

19. 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.

THE CITY OF SEATTLE:

DATED this _____ day of _____, 2020

By: _____

Print name: _____

Its (Title): _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that she/he was duly authorized execute the instrument and acknowledged it as _____ of The City of Seattle, acting through its Seattle City Light Department, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this ____ day of _____, 2020.

(SEAL)

Notary Public
print name: _____
Residing at _____
My commission expires _____

SKAGIT COUNTY:

DATED this 16 day of November, 2020.

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

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Linda Hennema

Clerk of the Board

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

Recommended:

[Signature]

Department Head

County Administrator

Approved as to form:

[Signature] 11/4/20

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]

Risk Manager

Approved as to budget:

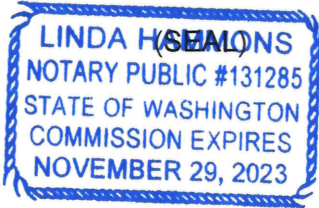
Lisa Gagne

Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lisa Janicki, Ron Wesen, and/or Kenneth A. Dahlstedt, is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 16 day of November, 2020.



Linda Hammons
Notary Public
print name: Linda Hammons
Residing at Skagit County
My commission expires 11-29-2023

Exhibit "1"

After Recording Return to:

Seattle City Light
P.O. Box 34023
Seattle, WA 98214

DRAFT

DOCUMENT TITLE: **Quit Claim Deed**

GRANTOR(S): **Skagit County**, a political subdivision of the State of Washington

GRANTEE(S): **City of Seattle**, acting through its Seattle City Light Department, a Washington municipal corporation

ASSESSOR'S TAX / PARCEL NUMBER(S): P63501 (XrefID: 3870-000-020-0007)

ABBREVIATED LEGAL DESCRIPTION: LOT 20, CAREFREE ACRES, SUBDIVISION NO. 1, AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGE 62, RECORDS OF SKAGIT COUNTY, WASHINGTON. Situate in Skagit County, State of Washington.

Quit Claim Deed

The Grantor, **Skagit County**, a political subdivision of the State of Washington, not for monetary consideration, but for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, conveys and quit claims to **The City of Seattle**, acting through its Seattle City Light Department, a Washington municipal corporation, the Grantee, the following described real property, including any after-acquired interest of Grantor:

See, **Exhibit "A"**, attached hereto and incorporated by reference.

Situate in Skagit County, State of Washington.

This conveyance is subject to public and private easements and/or private rights-of-way, if any, over, under, across, and through the above-described real property. This quit claim deed will become effective upon recording.

GRANTOR:
DATED this _____ day of _____, 2020.

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

Ron Wesen, Chair

Kenneth A. Dahlstedt, Commissioner

Attest:

Lisa Janicki, Commissioner

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

INTERLOCAL AGREEMENT
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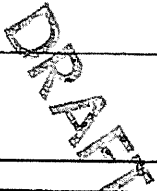
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lisa Janicki, Ron Wesen, and/or Kenneth A. Dahlstedt, are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument, on oath stated that he/she/they were authorized to execute the instrument and acknowledged it as Commissioners of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2020.

(SEAL)

Notary Public
Print name: _____
Residing at: _____
My appointment expires: _____



GRANTEE:

The City of Seattle, acting through its Seattle City Light Department, a Washington municipal corporation.

DATED this _____ day of _____, 2020.

By: _____
Print name: _____
Its (Title): _____

DRAFT

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that she/he was duly authorized execute the instrument and acknowledged it as _____ of **The City of Seattle**, acting through its Seattle City Light Department, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2020.

(SEAL)

Notary Public
print name: _____
Residing at _____
My commission expires _____

DRAFT

EXHIBIT “A”

LEGAL DESCRIPTION

Lot 20, “CAREFREE ACRES, SUBDIVISION NO. 1”, as per plat recorded in Volume 8 of Plats, page 62, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.