

**AMENDMENT #1
ORIGINAL AGREEMENT #C20180293**


Port of Anacortes, hereinafter called "Contractor", and Skagit County, hereinafter called "County", agree to amend Agreement No. C20180293, as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT: The term of the agreement has been amended to extend the contract completion date from April 30, 2019 to April 30, 2021. The time extension will allow the Contractor to secure the acquisition of the required federal permits from the USACE for the project. There is no additional compensation with this amendment.

All other terms and conditions of the original contract shall remain in effect.

Date: April 17, 2019.

CONTRACTOR


Signature of Authorized Signatory

Daniel C. Worra
Print name

Mailing Address:
Port of Anacortes
100 Commercial Ave
Anacortes, WA 98221

Telephone No. 360-293-3134
Fed. Tax ID # 91-6001013
Contractor Lic. # NA

DATED this 29 day of April, 2019.

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



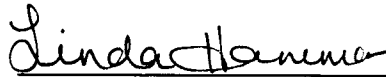
Lisa Janicki, Chair



Ron Wesen, Commissioner

ABSENT

Attest:



Clerk of the Board

Kenneth A. Dahlstedt, Commissioner

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

Recommended:



Department Head

County Administrator

Approved as to form:

M. Nell (4/19/2019)
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Shane O'Bo (4-24-19)
Risk Manager

Approved as to budget:

Justa Gagne
Budget & Finance Director

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY AND PORT OF ANACORTES
FOR A-DOCK DEMOLITION AND REPLACEMENT**

THIS INTERLOCAL AGREEMENT is entered into this 25 day of June, 2018 between Skagit County, Washington (the "County") and Port of Anacortes, a Washington Municipal Corporation (the "Recipient") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT, and in consideration of the mutual benefits do hereby agree as follows:

1. Purpose: The purpose of the contract is to distribute economic development funds pursuant to RCW 82.14.370.
2. Scope of Work: Recipient will use the funds distributed under this agreement pursuant to the intent and purpose of RCW 82.14.370. Further, Recipient is to use such funds only for the Public Facility Project described in Recipient's Economic Development Application submitted to the County which is attached to this document as Exhibit "A".
3. Payment: County will compensate Recipient a maximum of \$250,000, chargeable to GL expenditure code # 342 58502155200. Recipient shall submit an invoice describing the use of funds to be distributed by the County and the County upon receipt of appropriate documentation shall distribute a portion of the awarded funding as determined by the County Contract Representative described in Paragraph 6.1 of this Contract. However, such payments shall not occur more often than monthly, through the County voucher system. The County Contract Representative has the sole discretion of determining what appropriate documentation is required in order for Recipient to receive a distribution of funds under this Agreement.
4. Recipient agrees that in the event the county or other state or federal agency finds that the funds distributed pursuant to this agreement violate any state or federal laws including but not limited to the primary purpose for which funds pursuant to this agreement are being given, Recipient agrees to return the funds provided by County under this agreement to County including any penalties and interest, and agrees to hold County harmless and indemnify County for distributing such funds contrary to state or federal law. Further, in the event that funds provided to Recipient under this agreement are used for a purpose other than what was originally described in its application of funds, then Recipient agrees to return such funds to the County upon demand.
5. The parties agree that Recipient is an independent contractor and not an employee, or agent of Skagit County. Recipient hereby agrees not to make any representations to any third party or to allow such third party to remain under the misimpression that Recipient is an employee, independent contractor, or agent of Skagit County. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement. Recipient will defend, indemnify and hold harmless the

County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph. Further the Recipient represents that all employees and sub-contractors are covered under Industrial Insurance in compliance with R.C.W. Title 51.

6. 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 in writing.

6.1 The County's representative shall be the Budget and Finance Director:
Trisha Logue
1800 Continental Place, Suite 100
Mount Vernon, WA 98273

6.2 Recipient's representative shall be Executive Director:
Daniel C. Worra
100 Commercial Avenue
Anacortes, WA 98221

All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

7. Defense & Indemnity Agreement: The Recipient agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Recipient, its subcontractors, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. Recipient insurance shall be primary. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Recipient's insurance and shall not contribute to it.

8. This Agreement shall become effective upon execution, per Resolution No. R20180116. Work on the project shall be substantially complete and contract shall expire April 30, 2019. For the purposes of this paragraph, the term "substantially complete" shall mean "when the contract work has progressed to the extent that the Recipient has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract." Upon termination of this Agreement, all property acquired by the Recipient shall remain the Recipient's property, with no obligation to pay the County therefore.

9. The Recipient shall not assign any interest in this Contract and shall not transfer any interest in same without prior written County consent.

10. The Recipient will secure, at his own expense, all personnel required in performing said services under this Contract. Recipient shall be personally liable for applicable payroll, Labor and Industries premiums, and all taxes, and shall hold the County harmless from any claims related thereto.

11. Right to Review: This contract is subject to review by the State Auditor's office. The County or its designee shall have the right to review and monitor the financial components of this project. Such review may include, but is not limited to, on-site inspection by County agents or employees, and inspection of all records of other materials, which the County deems pertinent to the Agreement and its performance. Recipient shall preserve and maintain all financial records and records relating to this project under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skagit County, State of Washington, upon request.

12. Acknowledgement of Funding: All books, informational pamphlets, press releases, research reports, articles, requests for information, signs or other public notices developed for or referring to the activities or programs funded by this agreement shall include the statement, "This project received funding from Skagit County," or similar language acknowledging Skagit County's funding contribution. Further, Recipient shall notify the County (or Administrative Services) no later than two weeks before a dedication ceremony or public event for any activities or programs funded by this agreement. Recipient shall also make efforts to verbally acknowledge the County's contributions to the Recipient at all dedication ceremonies or other public events relating to any programs or projects funded by this agreement.

13. Prevailing Wages: If Prevailing Wages are applicable to the work provided under the Agreement then Recipient shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim submitted by a Recipient for payment on a project estimate shall state that the prevailing wages have been paid in

accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

14. Nondiscrimination: During the performance of this contract, the Recipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Recipient shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

15. Compliance with Applicable Law: The Recipient and all subcontractors of Recipient shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); safety and health regulations. In the event of the Recipient's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Recipient is responsible for any and all costs or liability arising from the Recipient's failure to so comply with applicable law.

16. 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.

17. No Separate Legal Entity: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Agreement.

18. Termination of Contract for Cause

a. If, through any cause, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this contract or if the Recipient shall violate any of its covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Recipient describing such default or violation. Further, in the event Recipient fails to

expend funds under this contract in accordance with State or Federal laws and/or the provisions of the agreement, the County reserves to right to recapture funds expended to Recipient in an amount equal to the extent of the noncompliance.

b. The County may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

19. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Recipient shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

20. Nonassignability: Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Recipient.

21. Taxes: All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Recipient or its staff shall be the sole responsibility of the Recipient.

Port of Anacortes

D. C. Worra

Signature

(Date 6-13-2018)

Daniel C. Worra

Print Name

Executive Director

Title

Mailing Address:

100 Commercial Ave.

Anacortes, WA 98221

Telephone No. 360.293.3134

Fed. Tax ID # 91-6001013

Contractor Lic. # N/A

DATED this 25 day of June, 2018.

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



Kenneth A. Dahlstedt, Chair

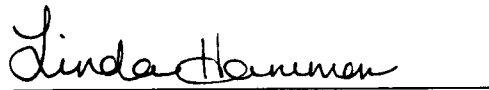


Lisa Janicki, Commissioner

ABSENT

Ron Wesen, Commissioner

Attest:



Clerk of the Board

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

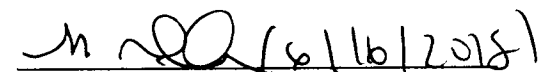
Recommended:



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

Exhibit A



Economic Development Public Facility Project Application

Board of County Commissioners · 1800 Continental Place · Mount Vernon WA 98273

voice 360-416-1300 · fax 360-336-9307 · www.skagitcounty.net



Part 1 Applicant Information	
Organization	Port of Anacortes
Address	100 Commercial Avenue
State	WA
Zip	98221
Primary Contact	Becky Darden
Phone	360.299.1831
E-mail Address	becky.darden@portofanacortes.com

Part 2 Project Information

RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Project Name	A-Dock Demolition and Replacement	Location	Cap Sante Marina, Anacortes
Project Type	Port Facility Upgrades	Start Date	11/5/2018
Description	The existing A-Dock facility, originally constructed in the 1960s as side-tie rafting moorage and retrofitted with finger floats in the 1990s, is aging and nearing the end of the structure's useful life. The Port proposes to replace A-Dock with a modern dock system. The new A-Dock will consist of a monolithic concrete float system with a wider mainwalk and longer fingers, galvanized steel pilings, wider ADA compliant aluminum gangway, modern upgraded utilities including water, sewer and power infrastructures, and a reconfigured upland pier entrance.		
Use of funds	Describe the specifics of what funds will be spent on (e.g., labor, equipment, material, etc.): The total requested grant amount indicated below will be spent on construction elements only, which include the following: Dock materials procurement (monolithic concrete floats, galvanized steel pilings, aluminum gangway, power pedestals and power centers, LED light poles and fixtures, and fire extinguishers and cabinets), site demolition & excavation, float installation, upland and in-water utilities installation, and upland pier construction.		

Part 3 Required Resources

Provide a budget that shows a breakdown of project costs. Please also provide a breakdown of current and proposed funding that clearly illustrates the total funding required for the project listed by individual funding source, including any money from the Public Facilities fund. Specify any conditions attached to any funding sources.

Budget	Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Skagit County (not to exceed \$500,000)	\$	500,000
	Amount primary sponsor/organization is contributing to the project	\$	4,817,784
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Other Funding Source: Click here to enter text.	\$	text
	Total Project Cost	\$	5,317,784

Part 5 Value Proposition

Business Is this project supportive of a specific business? If so, how many? Please provide names of businesses if known.

Locally, this project is vital to several businesses including the local commercial fishing fleets, local tribal fishing fleets, two major western Washington whale watching businesses (Island Adventures & Mystic Sea Charters), Arrow Launch, MSRC, Shell Puget Sound Refinery, and Culbertson Marine Construction. In addition, A-Dock also provides slips for law enforcement vessels including the Washington Department of Fish & Wildlife and the Skagit County Sherriff Department.

Jobs Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs.

A-Dock currently provides a home for 115 full time and seasonal jobs ranging from commercial and tribal fishing, marine response vessels, and the whale watching industry.

In regards to marine spill response, logistics and freight, and marine construction, there are approximately thirty-two (32) full time staff to operate and maintain the vessels at A-Dock year round.

The fishing industry operates in accordance with State regulations regarding fishing, crabbing, and shrimping seasons. Typically crabbing occurs Fall through Winter, and shrimping Spring through Summer months. Approximately fifty-five (55) commercial and tribal fisherman are based off A dock.

Both whale watching companies operate at Cap Santa Marina daily from Spring until late Fall, as such, there is a seasonality associated with their job figures. On a typical day, each of the two whale watch operations conduct two sea excursions, morning and afternoon. Staffing for Island Adventures at Cap Sante Marina includes a total of nineteen (19) employees. Staffing for Mystic Sea Charters includes a total of nine (9) employees. Both whale watach companies have indicated that with expanded moorage options at A Dock they would considering basing more vessels out of Cap Sante Marina and thereby bringing more jobs.

The new A-Dock configuration would ensure continued support to these industries by providing more moorage opportunities sized for future growth and expansion.

Job Detail Provide information on the following: (a) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, as the result of the project. Please be specific as possible. *Generic information may not be scored. Do not include any construction-related jobs.*

	Jobs/FTEs Retained	Jobs/FTEs Created 1-3 Years	Jobs/FTEs Created 4 Years
Number of Jobs/FTEs	75 FTEs	0	15 FTEs
Average Wage/FTE	\$40.18 (includes benefits)	0	Same as current

Infrastructure How will this project improve local infrastructure capacity? How much additional capacity will be provided for future development? Please be specific in your answer.

This project is critical to the continued economic vitality of A-Dock with regards to providing the capacity to serve the needs of the existing and future commercial and tribal fishing fleets, marine response vessels, whale watching industry, and other services.

Part 6 Project Timeline

Timeline Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date.

Total Project Construction Duration: 11/5/18 - 5/1/19. Contractor Mobilization: November 30, 2018; Material Procurement Complete: January 31, 2019; Construction/Installation Complete: April 30, 2019.

Phasing If this is a phased project, for which phase are you applying for funding?

Preconstruction elements for this project have been ongoing since Fall 2015. The project is currently at 75% level of design, with federal, state, and local permit actions currently underway. Funding awarded by Skagit County will only be used towards the materials procurement/construction elements of this project.

Completion By what date will the project (or this phase) be complete? Funds will lapse and may not be spent after this date.

4/30/19 is the estimated completion date for materials procurement/construction elements of the project. However, the project schedule is dependent on the issuance of required federal, state and local permits which could impact the project start and completion date.

Efforts So Far Summarize efforts taken to date regarding the project. What planning has taken place? Have engineering reports and feasibility studies been prepared? If so, describe them.

Permit applications submitted and under agency review; 75% level design is complete for materials procurement and construction drawings.

Part 7 Action Plan

What quantifiable measures are you going to track to measure the success of the project?

Quantifiable measurable project elements are: Issuance of all project permits (Federal, State and Local); Completion of final engineering and design; Issuance of project bid documents (materials procurement and construction); Contract awards; Materials procurement; Site mobilization and construction; Substantial completion.

Part 8 Miscellaneous

Include information related to the project, if any, that would assist the Economic Development Advisory Committee and the Board of County Commissioners in evaluating the funding request, such as emergency declarations, bird-in-hand industry, volunteer efforts, links to other priority projects, etc.

Commercial fishing has always been a mainstay of Anacortes from its founding in 1891 up to the present. With the March Point refineries opening in 1958, Cap Sante Marina expanded its moorage capabilities to host a range of vessels serving the refineries. Also due to Cap Sante Marina's strategic location, more industries such as whale watching have operated successfully for more than two decades. The redevelopment of A-Dock will support the continued expansion of existing businesses located on A-Dock.

Part 9 Applicant Certification

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the provisions and restrictions in each part above and will comply with all provisions thereof.

Signature



Date

5/11/2018

Printed Name Brenda Treadwell

Title

Director, Planning, Inspection & Compliance