

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources (907010)
Contract or Grant Administrator:	Gary Stoyka
Contractor's / Agency Name:	City of Bellingham
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 169119	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 125,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____ Summary of Scope:	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Interlocal funding agreement between Whatcom County and the City of Bellingham for support of the US Geological Survey's development and implementation of the COastal Storm MOdeling System (COSMOS) across the Whatcom County shoreline.	
Term of Contract: 2 years	Expiration Date: 7/31/21

Contract Routing:	1. Prepared by: Gary Stoyka	Date: 8/20/19
	2. Attorney signoff: Christopher Quinn	Date: 8/21/19
	3. AS Finance reviewed: M Caldwell	Date: 8/21/19
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**INTERLOCAL FUNDING AGREEMENT BETWEEN  
WHATCOM COUNTY AND THE CITY OF BELLINGHAM FOR  
SUPPORT OF US GEOLOGICAL SURVEY'S DEVELOPMENT AND  
IMPLEMENTATION OF THE COASTAL STORM MODELING SYSTEM  
ACROSS THE WHATCOM COUNTY SHORELINE**

**THIS INTERLOCAL FUNDING AGREEMENT** (“**Agreement**”) is entered into by and between the City of Bellingham (the “**City**”) and Whatcom County (the “**County**”), collectively the “Parties.”

**RECITALS**

**WHEREAS**, the City and the County have a mutual interest in identification and reduction of hazard risks associated with sea level rise and storm surge; and

**WHEREAS**, the City is prepared to enter into a collaborative agreement with the U.S. Geological Survey (“**USGS**”), substantially in the form attached hereto as Appendix 1 (“**Collaborative Agreement**”), for the purpose of developing and implementing a Coastal Storm Modeling System (“**CoSMoS**”) across the Whatcom County shoreline to evaluate impending coastal hazards and inform hazard mitigation and adaptation planning for property, infrastructure, habitats and restoration actions (the “**Project**”); and

**WHEREAS**, the CoSMoS is a comprehensive coastal hazards modeling system that simulates the combined physical interaction of changes in the magnitude, frequency and timing of sea-level rise, storm surge, wave, and stream runoff events to predict sea level rise and storm-induced flooding and erosion; and

**WHEREAS**, the CoSMoS will help answer complex questions related to how natural hazards are likely to evolve as changes in sea level, coastal storms, fluvial sediment loads, and groundwater interact in the coming decades/century; and

**WHEREAS**, the CoSMoS will help inform, identify, prioritize and implement land-use actions and adaptation strategies that mutually benefit hazards risk reduction and where possible, habitat/ecosystem restoration for enhanced resilience and cost-efficiencies; and

**WHEREAS**, the total cost of the Project is anticipated to be approximately \$500,000; and

**WHEREAS**, the City's entry into the Collaboration Agreement is contingent upon securing funding commitments for the Project from other governments and stakeholders in Whatcom County who are interested in, and will benefit from, the development and implementation of a CoSMoS for the Whatcom County shoreline; and

**WHEREAS**, the City has secured preliminary funding commitments, pending final agreement, from the following stakeholders: USGS, Whatcom County, the Port of Bellingham, the City of Blaine, Lummi Nation, private industry; and

**WHEREAS**, the County is interested in and will benefit from the Project and, therefore, desires to provide funding and other support to its development and implementation, as provided herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## **TERMS AND CONDITIONS**

### **1. TERM**

(a) This Agreement shall be effective August 1, 2019 and shall continue through July 31, 2021, unless terminated pursuant to part (b) below.

(b) This Agreement shall be terminated by provision of written notice from the City to the County if the City does not enter into the Collaborative Agreement with USGS.

### **2. CITY'S RESPONSIBILITIES**

(a) The City shall make a good faith effort to obtain funding commitments for the Project from other stakeholders and enter into funding agreements with said stakeholders, similar in form and substance to this Agreement.

(b) The City shall enter into the Collaborative Agreement with USGS, substantially in the form attached hereto as Appendix 1, provided the City secures enforceable funding commitments with other stakeholders sufficient to allocate the costs equitably across the participating stakeholder group, as determined by the City.

(c) The City shall pay all costs invoiced by USGS pursuant to the Collaborative Agreement and, in turn, invoice each participating stakeholder for such entity's allocated share.

(d) The City shall provide the County and other participating stakeholders with the opportunity to participate in meetings to receive interim finding reports and discuss

information needs. The City shall also provide the County and other participating stakeholders with the opportunity to assist in identifying pilot sites for the assessment of projected change in potential bluff erosion and retreat rates, bluff hazards, and sediment production to beaches expected with sea level rise and higher wave energy.

### **3. COUNTY'S RESPONSIBILITIES**

- (a) The County shall contribute the following amounts to the Project: \$10,000 in year 2019 and \$115,000 in year 2020.
- (b) The City will invoice the County quarterly. The County shall promptly review and process invoices in accordance with its usual procedures. Invoices not paid within sixty (60) days of the date of invoicing shall accrue interest at the rate of 12% per annum. A short program update shall accompany each invoice.

### **4. PERSONS RESPONSIBLE FOR ADMINISTRATION OF THE AGREEMENT**

The persons responsible for administration of this Agreement shall be:

Clare Fogelsong  
Natural Resources Policy Manager  
Public Works Department  
City of Bellingham  
2200 Nevada Street  
Bellingham, WA 98229  
Phone: (360) 778-7965  
Fax: (360) 778-7801

Gary Stoyka  
Natural Resources Manager  
Public Works Department  
Whatcom County  
322 N. Commercial St., Ste 110  
Bellingham, WA 98225  
Phone: (360) 778-6218  
Fax: (360) 778-6231

### **5. LEGAL RELATIONS**

In performing the services outlined in this Agreement, neither party is acting as the agent or employee of the other; rather, each party is acting as an independent contractor.

### **6. LIABILITY**

The City agrees to release, defend and indemnify the County from any claims, damages or liabilities arising out of the acts or omissions of the City, its staff members and its contractors in the performance of this Agreement. Likewise, the County agrees to defend and indemnify the City from any claims, damages or liabilities arising out of the acts or omissions of the County, its staff members and its contractors in the performance of this Agreement.

## **7. MODIFICATIONS**

The terms of this 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.

## **8. APPLICABLE LAW**

In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

## **9. 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 that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

## **10. 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.

**11. RECORDATION**

Upon execution of this Agreement, the County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.


**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019 for **WHATCOM COUNTY**:

\_\_\_\_\_  
Jack Louws  
County Executive

**DEPARTMENTAL APPROVAL:**

  
\_\_\_\_\_  
Jon Hutchings  
Public Works Director

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Christopher Quinn  
Prosecuting Attorney's Office

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019 for **CITY OF BELLINGHAM:**

**ATTEST:**

\_\_\_\_\_  
Kelli Linville  
Mayor

**DEPARTMENTAL APPROVAL:**

\_\_\_\_\_  
Ted Carlson  
Director

\_\_\_\_\_  
Finance Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney