

City of Blaine
Request for Council Action
Meeting Date: January 27, 2019

Subject: Interlocal Agreement with the City of Bellingham for Support of US Geological Survey's Development and Implementation of the Coastal Storm Modeling System (CoSMos) Across the Whatcom County Shoreline.

Department: Public Works

Prepared By: _____
(Digital Signature)

Agenda Location: Consent Agenda Council Action Unfinished Business

Attachments:

Draft Interlocal Agreement

Background/Summary:

This agreement is part of a multi-agency effort between the city of Bellingham, Whatcom County, the Port of Bellingham and USGS to model and analyze projected change in bluff erosion/retreat rates, bluff hazards and sedimentation to beaches due to sea level rise and higher wave energy. These types of challenges have are not new to the city of Blaine. Historically, Blaine has had to perform numerous repairs to the slopes along Semiahmoo Spit and Marine Park. However, what is different is how these repairs can be implemented due to changing environmental permitting requirements. The ability to better model and predict the changes over time will assist the city with how we want to proactively manage these critical resources. The city's contribution to the project will ensure that we reap the benefits of this long-term effort.

Budget Implications: Current Budget New Budget Request Non-Budgetary

The \$10,000 contribution by the city of Blaine over the two year period is less than 10 percent of the amount contributed by the city of Bellingham and not quite 3 percent of the entire project. Participation at this level will provide us with county-wide information as a means to be more proactive. The funding for the term of the contract will come from the General Fund 001, as this expense is related to general disaster preparedness. This expense is currently not in the budget; however, if Council approves the contract, then this expense will be included in a future budget amendment.

Recommendation:

Authorize the City Manager to enter into an Interlocal Agreement (ILA) with the City of Bellingham for \$10,000 (\$5,000 in 2020, \$5,000 in 2021) in Support of US Geological Survey's Development and Implementation of the Coastal Storm Modeling System (CoSMos).

Reviewed By:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

**INTERLOCAL FUNDING AGREEMENT BETWEEN
THE CITY OF BLAINE 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 (“**Bellingham**”) and the City of Blaine (“**Blaine**”), collectively the “**Parties**.”

RECITALS

WHEREAS, Bellingham and Blaine have a mutual interest in identification and reduction of hazard risks associated with sea level rise and storm surge; and

WHEREAS, Bellingham 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, Bellingham’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 shoreline; and

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

WHEREAS, Blaine 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 Bellingham to Blaine if Bellingham does not enter into the Collaborative Agreement with USGS

2. BELLINGHAM'S RESPONSIBILITIES

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

(c) Bellingham 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) Bellingham shall provide Blaine and other participating stakeholders with the opportunity to participate in meetings to receive interim finding reports and discussion information needs. Bellingham shall also provide Blaine 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. BLAINE'S RESPONSIBILITIES

- (a) Blaine shall contribute the following amounts to the Project: \$5,000 in year 2020 and \$5,000 in year 2021.
- (b) Bellingham will invoice Blaine annually. Blaine 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
104 W. Magnolia St.
Bellingham, WA 98225
Phone: (360) 778-7965
Fax: (360) 778-7801

Ravyn Whitewolf
Public Works Director
Public Works Department
City of Blaine
1200 Yew Ave.
Blaine, WA 98230
Phone: (360) 332-8820
Fax: (360) 332-7124

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

Bellingham agrees to release, defend and indemnify Blaine from any claims, damages or liabilities arising out of the acts or omissions of Bellingham, its staff members and its contractors in the performance of this Agreement. Likewise, Blaine agrees to defend and indemnify Bellingham from any claims, damages or liabilities arising out of the acts or omissions of Blaine, 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, Blaine 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 _____, 2020 for **CITY OF BLAINE:**

Michael Jones
City Manager

DEPARTMENTAL APPROVAL:

Ravyn Whitewolf
Public Works Director

Jeffrey Lazenby
Finance Director

EXECUTED this _____ day of _____, 2020 for **CITY OF BELLINGHAM:**

ATTEST:

Seth Fleetwood,
Mayor

Finance Director

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM:

Eric Johnston, Interim PW
Director

Office of the City Attorney

