



City Council Agenda Bill

20224

Bill Number

Subject: Authorize the Mayor to enter into an Interlocal Agreement between Whatcom County, the City of Bellingham, and the Port of Bellingham Regarding a Coordinated Approach to Funding and Contracting with Economic Development Providers.

Summary Statement: In 2011 the City, County and Port (the "Parties") successfully joined their funding resources on a multi-year basis. Previously, the Parties had separately undertaken economic development contracting with various service providers to deliver business start-up, retention, recruitment, expansion and related services. Staff is recommending a continuation of this collaboration for an additional three years to ensure consistency in the delivery of economic development services to grow and sustain the Whatcom County economy.

Previous Council Action: Authorized Mayor to enter into the first three-year Agreement.

Fiscal Impact: \$66,250 for 2014 (Subject to Budget Approval per Agreement)

Funding Source: General Fund

Attachments: Interlocal Agreement

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Committee Briefing Council Vote Requested	09-Dec-2013	Authorize Contract	Tara Sundin	5

Council Committee:

Committee of the Whole
Seth Fleetwood, Chair

Agenda Bill Contact:

Tara Sundin

Committee Actions:

Reviewed By	Initials	Date
Tara Sundin, Eco. Dev. Mgr.	TS	11.25.13
Legal Mayor	AKM KL	11/25/13 11.26.13

Council Action:

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WHATCOM COUNTY, THE CITY OF BELLINGHAM, AND THE
PORT OF BELLINGHAM, REGARDING A COORDINATED
APPROACH TO FUNDING AND CONTRACTING WITH
ECONOMIC DEVELOPMENT SERVICE PROVIDERS**

This Interlocal Cooperation Agreement (the “**Agreement**”) is made and entered into this day by and between Whatcom County, (the “**County**”), the City of Bellingham, (the “**City**”), and the Port of Bellingham (the “**Port**”); The County, City, and Port may be individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS, the Parties have separately undertaken economic development activities in Whatcom County, including contracting with various service providers to deliver business start-up, retention, recruitment, expansion and related services; and

WHEREAS, in 2011 the Parties successfully joined their funding resources on a multi-year basis to increase efficiency in coordination and focus on the outcomes expected by the Parties; and

WHEREAS, the Parties collaboratively pooled their funding and jointly solicited responses from responsible economic development service providers to provide core economic development services to grow and sustain the Whatcom County economy; and,

WHEREAS, the funding commitments are apportioned with the knowledge the County will utilize the County Public Utilities Improvement Fund as allowable through RCW 82.14.370 to support 50% of the funding contribution; and

WHEREAS, the Parties wish to continue their collaboration to ensure consistency in the delivery of economic development services that provide beneficial outcomes to the parties; and

WHEREAS, in 2012, the Port was designated by the County as Associate Development Organization with the state of Washington, assuming a lead coordination responsibility for economic development in Whatcom County;

WHEREAS, pursuant to RCW 53.08.245, the Port has broad authority to engage in economic development activity; and

WHEREAS, pursuant to RCW Chapter 39.34 the Parties desire to enter into this Agreement to outline the commitment of funding and the process for selecting and administering economic development service provider contracts (the “**Service Providers**”).

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. **ADMINISTRATION.** The Parties designate the Port as the administrator pursuant to this Agreement. Administrative duties include selection of Service Providers, management of contracts, receipts and dispersal of funds, and communication to Port, County and City representatives. The Port will utilize its staff at no cost and follow the Port policies with regard to contracting for services or consultants.
2. **SERVICES.** The parties agree that for the purposes of this agreement economic development services include but are not limited to (i) business retention, (ii) business expansion, (iii) assistance to start-ups, and (iv) research and data to support the above.
3. **FINANCIAL COMMITMENTS.** The County, the City and the Port will include an economic development services line item in their respective 2014, 2015 and 2016 budgets. For 2014, and contingent upon budget approval from each Party, an amount up to the following contribution levels will be made:

County	\$132,500	50%
Port	\$66,250	25%
City	\$66,250	25%
Total	\$265,000	100%

The Parties will contribute a proportionate share equal to the percentages noted above for each Service Provider contract executed in 2014.

3.1. Contingent upon annual budget approval, the Parties agree to commit to a three-year coordinated approach to economic development funding. It is understood future 2015 and 2016 year funding may vary. The Advisory Committee (as set forth below) will meet in the summer of each year to discuss the following year’s budget. The relative percentages will be determined for each of the years 2015 and 2016 based upon the funding by each Party each year.

4. **APPOINTMENT OF ALLOCATIONS COMMITTEE.** The County, the City and the Port will each appoint one (1) representative to serve as member of the allocations committee (the “**Committee**”). The Committee will forward its decisions on allocation of the available resources to the Board of Commissioners of the Port, including selection of Service Providers, scope of services and funding levels. Unless demonstrated that the Committee's allocations violate Port policies or local, state or federal law, the Board of Commissioners shall authorize the appropriations under this Agreement only. The Port will

receive communication on work progress and final reporting from all Service Providers. Each representative appointed to the Committee shall also be the contact person for that Party. Each party may change the representative by providing written notice to the other Parties.

5. **STAFF.** The Parties may (but are not obligated) to utilize their staff (at no cost) to provide an initial screening, ranking and recommendation of proposals received from prospective Service Providers.

6. **INVOICES.** All Service Provider invoices must be consistent with the contract and approved by the Parties. Once approved, the Port will pay the invoice and forward the same to the County and the City for reimbursement. The County, the City and the Port shall provide the aggregate reimbursement for all payments quarterly within 30 days upon receipt of invoice by Port.

7. **EFFECTIVE DATE AND TERM.** The Agreement shall be effective immediately upon its execution by all Parties. This Agreement shall continue in full force and effect until the Service Provider contracts executed hereunder have been completed. Then, in the event that funds remain in the account for this Agreement and all debts have been paid, the funds will be returned to the Parties in proportion to their contribution.

8. **WITHDRAWAL OF PARTIES.** Any Party may withdraw from this Agreement by providing thirty (30) days written notice to the other parties. However, any Party withdrawing shall remain responsible for its prorated share of any payments due Service Providers for contracts executed prior to the receipt of the notice by the Port.

9. **NEW PARTIES.** The Parties may allow additional public agencies (as the term is defined in RCW 39.34.020) to become parties to this Agreement subject to such terms and conditions as they unanimously agree.

10. **SURVIVABILITY:** All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

11. **NOTICES:** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County: Tawni Helms
 Whatcom County Executive Office
 311 Grand Ave
 Bellingham, WA 98225

The City: Tara Sundin
City of Bellingham
210 Lottie St.
Bellingham, WA 98225

The Port: John Michener
Port of Bellingham
1801 Roeder Ave.
Bellingham, WA 98225

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

12. AMENDMENT: No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

13. WAIVER: No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition

14. NEUTRAL AUTHORSHIP: Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all 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.

15. PUBLIC RECORDS ACT. All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

17. ENTIRE AGREEMENT: The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EXECUTED THIS ____ day of _____, 2013.

CITY OF BELLINGHAM

Kelli Linville
Mayor

Attest:

Finance Director

Approved as to form:

Office of the City Attorney

EXECUTED this ____ day of _____, 2013.

WHATCOM COUNTY

Jack Louws
County Executive

Approved as to form:

Sr. Civil Deputy Prosecuting Attorney

EXECUTED THIS _____ day of _____, 2013.

PORT OF BELLINGHAM

Rob Fix
Executive Director