

INTERLOCAL AGREEMENT BY AND BETWEEN
WHATCOM COUNTY AND THE WHATCOM COUNCIL OF GOVERNMENTS

REGARDING PREPARATION AND ONGOING MAINTENANCE OF A
COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) FOR WHATCOM COUNTY

This Interlocal Agreement by and between the government of Whatcom County (hereinafter, "the County") and the Whatcom Council of Governments (hereinafter, "WCOG") – hereinafter together referred to as "the Parties" – is entered into pursuant to the provisions of Chapter 39.34 RCW for the purposes carrying out economic development planning for the entirety of Whatcom County, including the seven (7) incorporated cities within its boundaries.

WHEREAS, the current Comprehensive Economic Development Strategy (2002 CEDS) was prepared by the Port of Bellingham and adopted by the Whatcom County Council in October 2002, but was not updated within five years of its adoption nor since, rendering it invalid by the U.S. Economic Development Administration (EDA), and

WHEREAS, an EDA-approved CEDS is required for local governments to be eligible to receive certain federal funding for public works projects, and

WHEREAS, the County desires to have the 2002 CEDS updated, and

WHEREAS, WCOG has agreed to administer and oversee the preparation and ongoing maintenance of an updated Whatcom County CEDS.

NOW, THEREFORE, IT IS AGREED THAT the government of Whatcom County and the Whatcom Council of Governments agree to work together to update the 2002 CEDS and maintain it, as follows:

Section 1. Program Responsibilities

WCOG agrees to provide staff support and hire qualified subcontractors as deemed necessary to update the 2002 CEDS for Whatcom County such that it will satisfy the requirements of the EDA. The anticipated period of performance for preparation of the CEDS is one (1) year, not including time required by the County and EDA for review of the final draft document. The County agrees to provide timely input, feedback and background information throughout the development of the CEDS, including geographic information system (GIS) and other relevant data held by the County. WCOG further agrees to maintain the CEDS for a period of four (4) state fiscal years following its acceptance by EDA, including annually preparing the required CEDS Performance Report and updating the CEDS Project List.

Section 2. Funding

The cost to update the 2002 CEDS will not exceed Twelve Thousand Five Hundred Dollars (\$12,500), which will fund WCOG staff and administrative costs as well as consultants that may be engaged to perform tasks or to provide technical assistance in the preparation of the CEDS. The County agrees to reimburse WCOG following the latter's submittal to the County of invoices documenting staff hours expended, consultant costs and other direct expenses, including but not limited to photocopies, travel, etc., in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500). Following adoption of the CEDS by the County Council and its acceptance by EDA, WCOG will maintain it for a period of four (4) state fiscal years, to be funded through the County's normal annual dues to WCOG, i.e., at no additional cost to the County.

Section 3. Administrative Responsibilities

The County administrative officer for the purpose of this Agreement is:

Jack Louws, County Executive
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225

The WCOG administrative officer for the purpose of this Agreement is:

Robert H. Wilson, Executive Director
Whatcom Council of Governments
314 East Champion Street
Bellingham, WA 98225

Section 4. Public Involvement

WCOG will establish a CEDS Steering Committee consistent with the requirements of the Grant to oversee and provide policy guidance in the preparation of the CEDS. This committee shall include representation from the private sector, elected and other public officials, community and economic development organizations, workforce and training agencies, institutions of higher education, labor groups, tribes, minority and special interest groups, and others as appropriate.

Section 5. Effective Date, Duration, Amendment and Termination

This Agreement shall be effective five (5) days after its approval and signature by the Whatcom County Executive and the Executive Director of the Whatcom Council of Governments and shall remain in effect until June 30, 2018. This agreement can be terminated, amended or extended by mutual agreement of the Parties.

Section 6. Relationship of the Parties

The Parties agree that they are each an independent entity operating pursuant to the terms and conditions of this Agreement. No agent, employee or representative of any party shall be deemed to be an agent, employee or representative of any other party for any purpose. Each party shall be solely and entirely responsible for the acts of its agents and employees during the term of this Agreement.

Section 7. Indemnification

Each party, as an indemnitor, agrees to protect, defend, hold harmless and indemnify the other party from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of such indemnitor, its agents or employees in the performance of this Agreement.

Section 8. Extent of Agreement

This Agreement contains all of the terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have signed this agreement, effective on the dates indicated below.

Whatcom County

By [Signature]
Jack Louws, County Executive

Date 6-5-13

Approved as to form:

[Signature]
Whatcom County Prosecutor

STATE OF WASHINGTON)
) ss
County of Whatcom)

On this 5th day of June, 2013, before me personally appeared JACK LOUWS, to me known to be the EXECUTIVE OF WHATCOM COUNTY, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington residing at Bellingham.
My appointment expires: 12-31-14



Whatcom Council of Governments

By [Signature]
Robert H. Wilson, Executive Director

Date 6/5/2013

STATE OF WASHINGTON)
) ss
County of Whatcom)

On this 5th day of June, 2013, before me personally appeared ROBERT H. WILSON, to me known to be the EXECUTIVE DIRECTOR of the WHATCOM COUNCIL OF GOVERNMENTS, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington residing at Bellingham.
My appointment expires: 12-31-14

