

**CLERK OF THE COUNCIL**  
Dana Brown-Davis, C.M.C.

**COUNTY COURTHOUSE**  
311 Grand Avenue, Suite #105  
Bellingham, WA 98225-4038  
(360) 676-6690  
(360) 738-4555 TTY



**COUNCILMEMBERS**  
Barbara E. Brenner  
Sam Crawford  
Kathy Kershner  
Bill Knutzen  
Pete Kremen  
Ken Mann  
Carl Weimer

**WHATCOM COUNTY COUNCIL**

**SECOND AGENDA REVISION NOTICE  
FOR DECEMBER 10, 2013**  
(DISTRIBUTED AT 9:15 A.M. ON DECEMBER 10)

**THE FOLLOWING ITEM HAS BEEN ADDED TO FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE, CONSENT:**

28. Request Council confirmation for second year extension of the interlocal agreement between the City of Bellingham, Whatcom County, and the Port of Bellingham for the provision of professional services related to government affairs (AB2013-258B)

<i>CLEARANCES</i>	<i>Initial</i>	<i>Date</i>	<i>Date Received in Council Office</i>	<i>Agenda Date</i>	<i>Assigned to:</i>
<i>Originator:</i>	<i>twh</i>	<i>1/8/13</i>		<i>1/15/13</i>	<i>Finance</i>
<i>Division Head:</i>					
<i>Dept. Head:</i>					
<i>Prosecutor:</i>					
<i>Purchasing/Budget:</i>					
<i>Executive:</i>					

**TITLE OF DOCUMENT:** *Professional Service Interlocal Agreement for Government Affairs for the Benefit of City, County and Port.*

**ATTACHMENTS:** *Interlocal Agreement  
2014 Legislative Priorities*

<i>SEPA review required?</i>	<input type="checkbox"/> <i>Yes</i>	<input type="checkbox"/> <i>NO</i>	<i>Should Clerk schedule a hearing?</i> <input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>NO</i>
<i>SEPA review completed?</i>	<input type="checkbox"/> <i>Yes</i>	<input type="checkbox"/> <i>NO</i>	

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** *(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)*

*Request Council confirmation for second year extension of the Interlocal Agreement between the City of Bellingham, Whatcom County and the Port of Bellingham for the provision of professional services related to government affairs for the City of Bellingham, Whatcom County and the Port of Bellingham.*

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

**Please Note:** *Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).*

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

County Courthouse  
311 Grand Avenue, Suite #108  
Bellingham, WA 98225-4082



**Jack Louws**  
County Executive

## **MEMO:**

**TO:** Whatcom County Council

**DATE:** December 9, 2013

**FROM:** Tawni Helms, Administrative Coordinator

**RE:** Government Affairs Service Agreement

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### **Background and Purpose:**

In 2012, Whatcom County, the City of Bellingham and the Port of Bellingham participated in an RFQ process to select a consultant according to all applicable law to provide joint consultation and government affairs services.

2013 was the first year of this shared legislative strategy. Whatcom County Council authorized an Interlocal agreement between the County, City and Port. The interlocal agreement established a working partnership between the local governments for the provision of government affairs services and legislative support.

In 2014, the partners plan to continue to use government affairs support services for State issues in Olympia during the Legislative Session and outside of the session. All three entities believe the people of Whatcom County are best represented when the local governments work together in Olympia on shared priorities. This shared legislative effort will emphasize the parties' collaborative work on projects that benefit our community as a whole, while increasing potential opportunities to secure grants and loans for mutually beneficial capital projects.

### **Funding Amount and Source:**

The 2014 budget has allocated \$30,000 for government affairs services. The County will pay one third (\$30,000) of a \$90,000 annual contract with McBride Public Affairs, LLC.

### **Requested Action:**

Seeking Council confirmation for the extension of the Interlocal Agreement with the City of Bellingham and Port of Bellingham for a shared Government Affairs consultant.

**INTERLOCAL AGREEMENT FOR  
JOINT CONSULTATION AND GOVERNMENT AFFAIRS SERVICES**

This Interlocal Agreement for Government Affairs Consultant Services (the "Agreement") is entered into this \_\_\_\_\_ day of January, 2013 by and between the City of Bellingham (the "City"), Whatcom County (the "County") and the Port of Bellingham (the "Port"). The three governments are collectively the "Governments".

**WHEREAS**, the Governments jointly participated in an RFQ process to select a consultant according to all applicable law to provide joint consultation and government affairs services.

**WHEREAS**, McBride Public Affairs, LLC (the "Consultant") was selected by the Governments to provide the joint consultation and government affairs services

**WHEREAS**, the City has negotiated a contract with the Consultant to provide the joint consultation and government affairs services (the "Contract"). A copy of the Contract is attached hereto as Exhibit "A".

**WHEREAS**, Chapter 39.34 RCW entitled "Interlocal Cooperation Act" permits local governments to cooperate and form agreements with one another.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Purpose.** The purposes of this Agreement is to (i) fund the joint consultation and government affairs services provided by the Consultant, (ii) jointly direct the work of the Consultant and (iii) jointly receive the benefit of the joint consultation and government affairs services.

2. **Duration.** This Agreement shall remain in effect until (i) the joint consultation and government affairs services provided by the Consultant have been completed or the Contract has otherwise been extended or terminated, (ii) all sums due the Consultant have been paid, and (iii) all sums due by Whatcom County and the Port to the City have been paid

3. **Organization - City as Lead Agency.** The City is hereby designated as the lead agency and shall administer the Contract. Except as provided herein the City shall not charge the other Governments for administering the Contract.

4. **Manner of Financing - Payment by the Governments** The City will pay, when due, the uncontested portion of each invoice from the Consultant under the Contract Unless another allocation for a particular task is agreed to in advance of the Consultant performing that task, the Governments shall split one-third (1/3<sup>rd</sup>) each the cost of the

services provided by the Consultant under the Contract. The City will forward a copy of the invoice to the Port and Whatcom County and each will pay their respective share to the City within thirty (30) days of receipt of the invoice. Notwithstanding the limitation on the City charging for administering the Contract, in any litigation involving the Contract the Governments shall split one-third (1/3<sup>rd</sup>) each the cost of such litigation, including reasonable attorney fees (City Attorney's Office or outside counsel) and the cost of any settlement. The City will not settle any dispute without the concurrence of the other Governments.

5. **Management - Project Managers.** The persons listed below are the project managers (the "Project Managers") for the work of the Consultant under the Contract. They are the contact persons for each of the Governments. The Project Managers shall (i) approve the original scope of work or any change to the scope of work in the Contract as needed, (ii) provide any needed input to the Consultant, and (iii) receive any communications or information from the Consultant.

City Project Manager:	Kelli Linville, Mayor
Whatcom County Project Manager	Jack Louws, County Executive
Port of Bellingham Project Manager	Rob Fix, Executive Director

6. **Access and Information.** The Governments will all have reasonable access to the Consultant. All information or work product developed by the Consultant pursuant to the Contract and provided to the City shall be provided to the other Governments.

7. **Other Contracts.** Nothing herein shall preclude any of the Governments from employing the Consultant for other work not inconsistent with the consultation and government affairs services provided by the Consultant pursuant to the Contract.

8. **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 mailed in the United States mail and sent by certified mail, return receipt requested and postage prepaid to the respective Project Manager at the Governments main office. All notices shall be deemed complete upon actual receipt or refusal 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.

9. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by the Board of Commissioners of all parties hereto.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. **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.

12. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; 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.

EXECUTED, this \_\_\_\_\_ day of January, 2013, for the **CITY OF BELLINGHAM:**

**Departmental Approval:**

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*Department Head*

**Attest:**

**Approved as to form:**

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

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

DATED this \_\_\_ day of January, 2013.

DATED this \_\_\_ day of January, 2013

**WHATCOM COUNTY, WASHINGTON**

**PORT OF BELLINGHAM**

\_\_\_\_\_  
Jack Louws, Whatcom County Executive

\_\_\_\_\_  
Rob Fix, Executive Director

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Date

## 2014 LEGISLATIVE OBJECTIVES

City of Bellingham  
Whatcom County  
Port of Bellingham

- **Transportation Budget**
  - Continue to support a statewide comprehensive plan
- **Model Toxics Control Act (MTCA)**
  - Work with our partners to protect MTCA funding for cleanups; secure additional funding
- **Marine Tourism Bill**
  - Support legislation that will expand the permitted length of stay for “entity-owned” vessels from 60 to 180 days creates greater sales tax revenues to waterfront economies
- **Community Economic Revitalization Board (CERB)**
  - Support additional funding to the CERB program
- **Aquatic Invasive Species Control**
  - Support continued efforts in developing a statewide Aquatic Invasive Species eradication program.
- **Restore Public Works Assistance Account**
  - Support efforts to restore full funding of the Public Works Assistance Account
- **Social services funding**
  - Advocate for appropriate social services funding, especially mental health-related funding
- **Judicial Funding**
  - Provide funding for the approved 4<sup>th</sup> Whatcom County Judge
- **Growth Management Act**
  - Revision and Review

