



INTERLOCAL AGREEMENT  
BETWEEN  
WHATCOM COUNTY AND THE CITIES OF BELLINGHAM,  
BLAINE, EVERSON, FERNDALE, LYNDEN, NOOKSACK, AND SUMAS  
CONCERNING COST SHARING FOR PLANNING STUDIES  
ASSOCIATED WITH THE COMPREHENSIVE PLAN UPDATE AND UGA REVIEW

This agreement is made by and between Whatcom County (herein after referred to as the “County”) and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas (herein after referred to as the “Cities”).

WHEREAS, the Growth Management Act (GMA) requires the County and Cities to update their respective comprehensive plans and review and, if necessary, revise urban growth areas by June 30, 2016 (RCW 36.70A.130); and

WHEREAS, cooperative relationships, joint review of growth management planning issues, and coordination between the County and Cities are mutually beneficial; and

WHEREAS, the Cities and County desire to share costs for planning and environmental studies associated with the urban growth area review that is due by 2016;

NOW, THEREFORE, subject to the terms and conditions contained herein, the Cities and County agree as follows:

**Section 1. Cost Sharing for Planning Studies**

The Cities and the County agree to provide a total of \$140,000 for:

- \* County-wide population projections and allocations to urban growth areas;
- \* County-wide employment projections and allocations to urban growth areas;
- \* Allocation of households, population and employment to smaller geographic units;
- \* Environmental review under the State Environmental Policy Act; and
- \* Associated consultant administrative costs.

The \$140,000 will be apportioned in accordance with the percentage of population in the respective jurisdiction relative to the total population of Whatcom County in 2012 as follows:

	<b>2012 OFM <u>Pop Est.</u></b>	<b>% of Total <u>Pop.</u></b>	<b>Funding share for <u>2016 Update</u></b>
Whatcom County (Unincorporated)	87,921	43.20%	\$60,486
Bellingham	81,360	39.98%	\$55,972
Blaine	4,760	2.34%	\$3,275
Everson	2,520	1.24%	\$1,734
Ferndale	11,830	5.81%	\$8,139
Lynden	12,340	6.06%	\$8,489
Nooksack	1,370	0.67%	\$943
Sumas	1,399	0.69%	\$962
<b>TOTAL</b>	<b>203,500</b>	<b>100.00%</b>	<b>\$140,000</b>

## **Section 2. Invoicing and Reimbursements**

The County agrees to invoice the Cities for their respective portions of the costs every three months. The Cities agree to reimburse the County for their respective portions of the costs within 30 days of receiving an invoice.

## **Section 3. Budgeting**

In order to facilitate budgeting by the Cities and the County, it is agreed that:

- Cities will plan to reimburse the County up to 35% of their cumulative total funding share by the end of 2013.
- Cities will plan to reimburse the County up to 85% of their cumulative total funding share by the end of 2014.
- Cities will plan to reimburse the County 100% of their cumulative total funding share by the end of 2015.

The percentages in Section 3 of this agreement may be modified by written agreement of all of the parties.

## **Section 4. Effective Date, Duration and Termination**

This agreement shall be effective upon signature by the Mayor and/or City Manager of each of the seven Cities and the Whatcom County Executive. This agreement shall remain in effect until December 30, 2016 unless modified or terminated by written agreement of the parties.





IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 4 of this agreement.

CITY OF EVERSON

By [Signature]  
John Perry, Mayor

Date 12/12/2012

Approved as to form:  
Office of the City Attorney  
[Signature]

Attest [Signature]

STATE OF WASHINGTON )  
 ) ss.  
County of Whatcom )

On this 12 day of December, 2012, before me personally appeared JOHN PERRY, to me known to be the Mayor of the CITY OF EVERSON, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Rhonda L. Hanowell  
NOTARY PUBLIC in and for the State  
of Washington residing at 111 W. Main St EVERSON  
My appointment expires: 04/15/2014





IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 4 of this agreement.

CITY OF LYNDEN

By Scott Korthuis  
Scott Korthuis, Mayor

Date 1/6/2013

Approved as to form:  
Office of the City Attorney

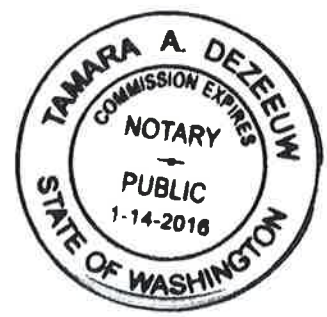
[Signature]

Attest [Signature]

STATE OF WASHINGTON )  
 ) ss.  
County of Whatcom )

On this 7 day of January, 201~~2~~<sup>3</sup>, before me personally appeared SCOTT KORTHUIS, to me known to be the Mayor of the CITY OF LYNDEN, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Tamara A. Dezeuw  
NOTARY PUBLIC in and for the State  
of Washington residing at Lynden  
My appointment expires: 7.14.16





IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 4 of this agreement.

CITY OF NOOKSACK

By James Ackerman  
James Ackerman, Mayor

Date 12/17/12

Approved as to form:  
Office of the City Attorney

[Signature]

Attest [Signature]

STATE OF WASHINGTON )  
 ) ss.  
County of Whatcom )

On this 17<sup>th</sup> day of December, 2012, before me personally appeared JAMES ACKERMAN, to me known to be the Mayor of the CITY OF NOOKSACK, 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 Nooksack.  
My appointment expires: 11-29-14



IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 4 of this agreement.

CITY OF SUMAS

By [Signature]  
Bob Bromley, Mayor

Date December 13, 2012

Approved as to form:  
Office of the City Attorney

[Signature]  
Attest [Signature]



STATE OF WASHINGTON )  
 ) ss.  
County of Whatcom )

On this 13<sup>th</sup> day of December, 2012, before me personally appeared BOB BROMLEY, to me known to be the Mayor of the CITY OF SUMAS, 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 Sumas.  
My appointment expires: 02/14/2013

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated in Section 4 of this agreement.

WHATCOM COUNTY

By [Signature]  
Jack Louws, County Executive

Date 1/25/13

Approved as to form:  
Whatcom County Prosecutor

[Signature]

Attest \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Whatcom )

On this 25 day of Jan., 2013, before me personally appeared JACK LOUWS, to me known to be the County 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 Ferrisdale  
My appointment expires: 3/29/13

