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)
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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

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

**SEPA review required?**
- ( ) Yes
- ( ) NO

**SEPA review completed?**
- ( ) Yes
- ( ) NO

**Should Clerk schedule a hearing?**
- ( ) Yes
- ( ) NO

**Requested Date:**

**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.
MEMO:

TO: Whatcom County Council
DATE: December 9, 2013
FROM: Tawni Helms, Administrative Coordinator
RE: Government Affairs Service Agreement

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 (1/3rd) 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 (1/3rd) 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.

INTERLOCAL AGREEMENT FOR
JOINT CONSULTATION AND
GOVERNMENT AFFAIRS SERVICES
PAGE NO. 2
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:**

\[Departmental Approval:\]

\[Mayor\]

\[Department Head\]

\[Attest:\]

\[Finance Director\]

\[Approved as to form:\]

\[Office of the City Attorney\]

DATED this ___ day of January, 2013.

**WHATCOM COUNTY, WASHINGTON**

\[Jack Louws, Whatcom County Executive\]

 Approved as to form:

\[Prosecuting Attorney \ Date\]

**INTERLOCAL AGREEMENT FOR**
\n**JOINT CONSULTATION AND**
\n**GOVERNMENT AFFAIRS SERVICES**
\n**PAGE NO. 3**
2014 LEGISLATIVE OBJECTIVES
City of Bellingham
Whatcom County
Port of Bellingham

• Transportation Budget
  o Continue to support a statewide comprehensive plan

• Model Toxics Control Act (MTCA)
  o Work with our partners to protect MTCA funding for cleanups; secure additional funding

• Marine Tourism Bill
  o 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)
  o Support additional funding to the CERB program

• Aquatic Invasive Species Control
  o Support continued efforts in developing a statewide Aquatic Invasive Species eradication program.

• Restore Public Works Assistance Account
  o Support efforts to restore full funding of the Public Works Assistance Account

• Social services funding
  o Advocate for appropriate social services funding, especially mental health-related funding

• Judicial Funding
  o Provide funding for the approved 4th Whatcom County Judge

• Growth Management Act
  o Revision and Review