

## INTERLOCAL AGREEMENT REGARDING CITY OF BELLINGHAM- WHATCOM COUNTY COMMISSION ON DOMESTIC & SEXUAL VIOLENCE

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into by and between Whatcom County, Washington, a political subdivision of the State of Washington (the "County") and the City of Bellingham, Washington, a municipal corporation of the State of Washington (the "City") (collectively the "Parties") to affirm and agree jointly to the terms of the ongoing governance and operation of the Bellingham-Whatcom County Commission on Domestic & Sexual Violence (the "Commission").

### I. RECITALS

**WHEREAS**, the City and the County created the Commission Against Domestic Violence in 1998 to address the problem of domestic violence in a comprehensive, county-wide manner; and

**WHEREAS**, the ordinances passed by the City and the County in 1998 stated that the functions of the Commission shall be to:

Develop and implement a coordinated comprehensive domestic violence plan that is monitored, evaluated, and updated on a regular basis;

Promote coordination and increase collaboration of institutions, systems, and services as they respond to offenders, victims, children, and others who have been impacted by domestic violence;

Increase community awareness and understanding about domestic violence;

Serve as an advisory board to local government agencies and the community with respect to domestic violence issues;

Develop community benchmarks for monitoring domestic violence and prepare an annual report; and

Serve as a community forum on domestic violence and create a mechanism for identifying issues, concerns, needs and resources; and

**WHEREAS**, the Commission, which is currently comprised of twenty-eight community leaders, has actively and effectively performed these functions for the past 20 years; and

**WHEREAS**, under its 2015 – 2018 strategic plan the Commission explored the value of expanding the mission of the Commission to include sexual violence that occurs outside of an intimate partner relationship; and

**WHEREAS**, the Commission voted to recommend expansion of its mission to include addressing sexual violence; and

**WHEREAS**, the Parties intend to memorialize the expanded scope of the Commission and update the ongoing functions, composition, anticipated funding sources, and staffing of the Commission in this interlocal agreement which is authorized by RCW 39.34.030;

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

## **II. PURPOSE OF INTERLOCAL AGREEMENT AND COMMISSION**

**A. Ongoing Support of Commission.** The Parties agree to the provisions herein for the purpose of supporting the ongoing work of the Commission.

**B. Name and Purpose of Commission.** The Commission is hereby renamed the Bellingham-Whatcom County Commission on Domestic & Sexual Violence ("Commission"). The Commission will perform the following functions to achieve its mission "to inspire and coordinate our community's efforts to address domestic and sexual violence:"

- Collect and disseminate data, including input from survivors, assessing strengths and gaps of institutional responses;
- Research and promote best practices and policies to increase safety, justice, healing, and accountability;
- Develop and provide tools and training for professionals and institutions;
- Leverage the unique role of the Commission to obtain funding and other resources;
- Increase dialogue and problem-solving among institutions, systems, and services; and
- Advise local governments and agencies.

## **III. COMPOSITION, ORGANIZATION, AND STAFFING**

**A. Composition and Terms of Members.** The Commission shall consist of up to 31 members. The following officials shall be designated government or organizational representatives on the Commission:

1. Whatcom County Prosecutor;
2. Whatcom County Sheriff;
3. Bellingham Police Chief;
4. Bellingham City Attorney
5. Bellingham Municipal Court Administrator;
6. Whatcom County Superior Court Administrator;
7. Whatcom County Public Health Director;
8. Whatcom County Public Defender;
9. Whatcom County District Court Probation Administrator;
10. Designated Representative-DSHS/Community Service Office;
11. Designated Representative-Department of Children, Youth, and Families;
12. One chief executive officer from the cities in Whatcom County other than Bellingham, selected by a majority vote of the eligible chief executive officers;

13. One Police Chief from the cities in Whatcom County other than Bellingham, selected by a majority vote of the eligible police chiefs;
14. One Superintendent from the school districts in Whatcom County, selected by a majority vote of the eligible superintendents;
15. Designated Representative, Lummi Nation;
16. Designated Representative, Nooksack Tribe; and
17. Executive Director, Community-based sexual assault and/or domestic violence victim service agency.

Additional members shall be selected by the Mayor and County Executive from among members of the community who have an interest in, or are impacted by, domestic violence and/or sexual assault. Such additional members must be registered voters, and residents of Whatcom County if appointed by the County Executive, or the City of Bellingham if appointed by the Mayor. The Mayor and County Executive shall each appoint seven members ("Additional Members") to include the following:

1. One sexual assault or domestic violence victim service provider;
2. Two human service providers, including, but not limited to, educators, victim or offender services, clergy or religious leaders, and early childhood education providers;
3. One representative of an institution of higher education;
4. One health care provider; and
5. Two representatives from the community at large.

The County Executive appointment shall be subject to confirmation by a majority of the County Council as per Whatcom County Charter 3.23. The City Mayoral appointment shall be subject to confirmation by a majority of the City Council.

In seeking and selecting Additional Members for the Commission, the Mayor and County Executive shall attempt to reflect the racial, ethnic, economic, and geographical diversity of the community. The executive officers of the Parties may, by written agreement and addendum to this Agreement, increase or decrease the number or members or the community interests represented by such members following a recommendation by the Commission.

Terms of the non-government members and those government members selected by majority vote of designated groups shall be four years. Non-government members shall be limited to serving two full consecutive terms; members who have previously served two full consecutive terms may be reappointed after one full year of non-membership. Members may be removed by the appointing authority. Each member shall continue to serve until a successor has been appointed. None of the limitations on terms set forth in this paragraph shall apply to the executive director of the sexual assault and/or domestic violence victim service agency.

**B. Organization - Meetings.** Meetings of the Commission shall be open and accessible to the public. Specific sessions within a meeting may involve small group discussions of less than a quorum of the Commission and may include discussions of a sensitive nature. Public participation in such small group sessions may be limited, at the discretion of the chairperson, to protect confidentiality, to the extent allowed by law. Written records of meetings, resolutions, findings, and recommendations shall be kept and such records shall be available to the public. The Commission shall adopt and maintain its own bylaws, rules, and procedures. The

Commission shall elect a chairperson from among its members who shall preside at its meetings and other officers as the Commission determines.

**C. DV Commission Operations.** The City and County shall jointly provide funding for the staffing and administrative support needed to carry out the functions of the Commission. The Whatcom County Council and the Bellingham City Council each maintain full discretion and authority regarding their respective budgets and the level of funding that will be allocated to the Commission. To the extent practicable, the City and County shall share equally in the cost of the funding the Commission. The City and County, through their respective executives, may contract with a third party to provide for Commission functions, operations, projects, and administrative support. Such contract or contracts shall set forth an annual scope of work for the Commission.

**a. Operations.**

Commission staff shall carry out the daily operations of the Commission. The Commission's Executive Committee shall be responsible for engaging a Director for the DV Commission, including recruitment, hiring, terminating, supervising, setting salary, and conducting annual reviews. The Director, in consultation with the Executive Committee, shall be responsible for performing these same functions for additional Commission staff, to the extent funding allows for additional staff.

The Commission Director, in consultation with the Commission Executive Committee, shall lead, administer, and oversee development and implementation of the Commission's mission, strategic plan, and projects. The Commission Director shall fulfill the role of the administrator set forth in RCW 39.34.030(4).

The Director and Executive Committee shall also be responsible for planning and hosting Commission meetings; recruiting, orienting, and engaging members; and ensuring adherence to the provisions in this Agreement as well as in Commission bylaws, policies, and procedures.

**b. Administrative Support**

Administrative support and overhead for the Commission shall include accounting and payroll services; reception services; office space, equipment, and supplies; information technology services; management of personnel files; and liability insurance for Commission staff and members.

**D. DV Commission Finances and Budget.** On an annual basis, the Commission Director shall convene a joint meeting of the Mayor and County Executive to provide a joint presentation to the Mayor and County Executive on the Commission's accomplishments and funding needs and for the purpose of a discussion of the likely budget proposals to be made to the legislative bodies of the City and County for the purpose of supporting the Commission.

The Commission Director, in consultation with the Treasurer and other Executive Committee members, shall create an annual operating budget for the Commission. This budget shall be presented to the Commission membership and voted on at a membership meeting.

The Commission is authorized to seek grants and other funds to support Commission work.

#### **IV. Miscellaneous Provisions.**

**A. Duration of Agreement.** This Agreement is effective upon the date of execution by the Parties and approval by the legislative bodies of the Parties and shall continue for the duration of one year. This agreement shall automatically renew for successive one (1) year terms, unless either party provides notice to the other of its intent to terminate this agreement not less than six (6) months prior to the end of the then current term.

**B. Notices.** Any notices or actions required under this contract shall be directed to the following:

WHATCOM COUNTY EXECUTIVE'S OFFICE  
311 GRAND AVENUE, SUITE 108  
BELLINGHAM, WA 98225

CITY OF BELLINGHAM MAYOR'S OFFICE  
210 LOTTIE STREET  
BELLINGHAM, WA 98225

**C. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**D. 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.

**E. Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any Party hereto, the Parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances, which may reasonably be required to affect the purposes of this Agreement.

**F. Governing Law.** This Agreement, and the rights of the Members hereto, shall be governed by and construed in accordance with the laws of the State of Washington and the Parties agree that in any such action venue shall lie exclusively in Skagit County, Washington.

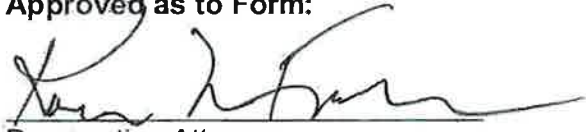
**G. Entire Agreement.** The entire agreement between the Parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the subject matter of this Agreement. This

Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

IN WITNESS WHEREOF, the Parties have signed and executed this Interlocal Cooperation Agreement, after approval by their legislative bodies, on the dates listed on the signatory blocks below.


DATED this 4<sup>th</sup> day of February, 2019, for the **WHATCOM COUNTY**:

Approved as to Form:


  
Prosecuting Attorney

**Approved:**

Accepted for Whatcom County:

By:   
Jack Louws, Whatcom County Executive

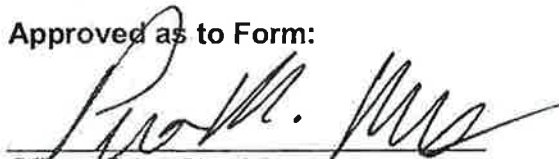
DATED this 5<sup>th</sup> day of February, 2019, for the **CITY OF BELLINGHAM**:

  
Mayor

Attest:

  
Finance Director

Approved as to Form:

  
Office of the City Attorney