

SCANNED 2/11/19 (8)

Expires 2.4.20

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201901014

Originating Department:	Prosecutor
Division/Program: (i.e. Dept. Division and Program)	Click here to enter text.
Contract or Grant Administrator:	
Contractor's / Agency Name:	City of Bellingham
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	
<input type="checkbox"/> Contract work is for less than \$100,000.	
<input type="checkbox"/> Contract work is for less than 120 days.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 0	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This Amendment Amount: \$ _____	
Total Amended Amount: \$ _____	
Summary of Scope:	
Term of Contract: One year	Expiration Date: One year from execution of agreement

Contract Routing:	1. Prepared by: <u>KNF</u>	Date: <u>1/16/19</u>
	2. Attorney signoff: <u>KNF</u>	Date: <u>1/16/19</u>
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>1-31-19</u>
	7. Council approved (if necessary): <u>✓</u>	Date: <u>1-29-19</u>
	8. Executive signed: _____	Date: <u>2-4-19</u>
	9. Original to Council: <u>✓</u>	Date: <u>2-11-19</u>

Community Members:

Alan Artman
Faithlife Corp

Riannon Bardsley
Northwest Youth Services

Beth Boyd
PeaceHealth Medical Center

Karen Burke
DVSAS

Lorayne Dennis
Lummi Victims of Crime

Christina Kobdich
Unity Care Northwest

Ken Levinson
Bellingham Attorney General's Office

Katie Olvera
KPO Counselling

Michael Parker
Whatcom Homeless Service Center

Sharon Rutherford
St. Joseph's Hospital

Garret Shelsta
Christ the King Church-Bellingham

Mary Welch
Northwest Justice Project

Michele Zlotek
Whatcom Transportation Authority

Moonwater
Whatcom Dispute Resolution Center

Government Members:

Regina Delahunt
Whatcom Co. Health Department

David Doll
Bellingham Police Department

William Elfo
Whatcom County Sheriff's Office

Starck Follis
Whatcom County Public Defender

Silvia Johnson
DSHS Children's Administration

Jan Mutchler
City of Ferndale

Eric Richey
Whatcom County Prosecutor

Darlene Peterson
Bellingham Municipal Court

Linda Quinn
Ferndale School District

Dave Reynolds
Whatcom Co. Superior Court

Mike Riber
DSHS Community Service Office

Peter Ruffatto
City of Bellingham

Kevin Turner
Ferndale Police Department

Bruce Van Glubt
Whatcom County District Court

Staff:

Susan Marks
Director

Liz Stuart
Project Manager

Elizabeth Montoya
Project Manager

Jessyca Murphy
Administrative Manager

January 14, 2019

To:

Executive Jack Louws & Whatcom County Council

From:

Susan Marks, Director, Bellingham Whatcom County Commission Against Domestic Violence, smarks@dvcommission.org, 360.312.5700 x 1242

In 2014, members of the Bellingham-Whatcom County Commission Against Domestic Violence (DV Commission) set a goal to explore expanding our mission to include sexual assault in addition to domestic violence. Members determined that we needed to collect data to identify the need and role for the DV Commission in improving how our community institutions respond to sexual assault. In 2016, the DV Commission received a grant from the U.S. Department of Justice, Office on Violence Against Women, to conduct a comprehensive Audit of our criminal legal response to sexual assault. In May 2017, initial findings from this Audit were shared at our DV Commission's Annual Meeting. Based on these findings, Commission members and community partners voted unanimously to recommend to Whatcom County and the City of Bellingham that our mission be expanded to include both domestic and sexual violence.

Since the inception of the DV Commission, there has been confusion among community partners and elected officials in Whatcom County and the City of Bellingham about the role of the Commission. There also have been questions about the way the Commission was formed, using joint ordinances in both the County and City that mirrored each other – which meant that each ordinance needed to be updated with any changes to the Commission. Senior leadership in both government agencies noted that when an entity like the DV Commission is formed by local governments to accomplish a shared mission and purpose, and jointly funded by those governments, generally there is an Interlocal Agreement put in place. Commission members agreed that it would be best to develop an Interlocal Agreement and update the ordinances to refer to that Agreement – and that it made the most sense to enact these changes at the same time we recommended an expansion to our mission.

In fall 2018, Commission members developed and approved a recommendation for an updated name, mission statement, functions, and designated membership positions. Then the DV Commission Director, Bellingham City Attorney, and Whatcom County Chief Deputy Civil Attorney worked together to incorporate those recommendations into a Interlocal Agreement.

Therefore, this Interlocal Agreement is presented both to expand the role of the DV Commission, and to have a founding document that better reflects the nature of the DV Commission as a joint venture between Whatcom County and the City of Bellingham.

BWCCADV

**Bellingham-Whatcom County
Commission Against Domestic Violence**



Providing leadership in our community's efforts to reduce, prevent, and end domestic violence

**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 4th 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

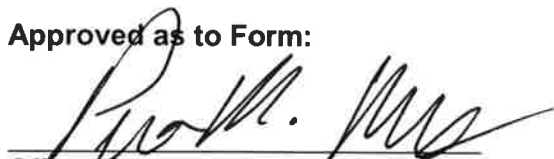
DATED this 5th day of February, 2019, for the **CITY OF BELLINGHAM:**


Mayor

Attest:


Finance Director

Approved as to Form:


Office of the City Attorney