

**INTERLOCAL AGREEMENT TO SUPPORT, DEVELOP AND FUND  
A PROCESS TO CREATE RECOMMENDATIONS ON THE ESTABLISHMENT  
OF A COUNTY-WIDE RACIAL EQUITY COMMISSION**

This Interlocal Agreement to Support, Develop and Fund a Process to Create Recommendations on the Establishment of a County-wide Racial Equity Commission (“Agreement”) is entered into this \_\_\_\_\_ day of April 2021 by and between the City of Bellingham (the “City”) and Whatcom County (the “County”), both of which are municipal corporations under the laws of the State of Washington and together may be referenced as “the Parties,” or “the Governments” throughout this Agreement.

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

**WHEREAS**, the Governments are partnering to develop a proposal for a racial equity commission to help address racial inequality in their communities;

**WHEREAS**, race-based disparities are all too common and often overlooked on local, regional, and national levels;

**WHEREAS**, existing disparities in our laws and public policies, and in our private institutions, have often denied equal opportunity to underserved and underrepresented individuals and communities;

**WHEREAS**, Government leaders recognize the community-wide costs and impacts associated with racial inequity and disparities, including negative health care outcomes; increased health care costs; reduced economic opportunity; increased government services costs; poor education outcomes; crime; and housing issues;

**WHEREAS**, the City and County are committed to serving their communities by furthering racial equity throughout Whatcom County and working to address the existing impacts attributed to racial inequity;

**WHEREAS**, the Governments intend to engage and work directly with community members who have been historically underserved, underrepresented and adversely impacted by racial inequality;

**WHEREAS**, the City and County agree that the establishment of a county-wide racial equity commission will facilitate this goal by providing a direct voice to those community members who have been historically underserved, underrepresented and adversely impacted by racial inequality;

**WHEREAS**, the Governments seek to support, fund and participate in a community-led process to develop and propose recommendations on the establishment of a county-wide racial equity commission to advise and make recommendations to City and County governments;

**WHEREAS**, this interlocal agreement, which is authorized by RCW 39.34.030, outlines the Parties' responsibilities, including anticipated funding, to develop a proposal for a racial equity commission for consideration by the City and County councils; and

**WHEREAS**, this interlocal agreement between the County and the City may be used as a template or conceptual framework to develop and establish similar agreements with other cities, for-profit and not-for-profit organizations, and quasi-governmental organizations throughout Whatcom County in the near future.

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

1. **Intent.** The Parties intend to enter into an agreement to jointly fund and facilitate the acquisition of services to accomplish the purposes set forth below. Through its procurement process, Whatcom County has identified a contractor to provide such services. Accordingly, it is intended that a contract ("Contract") will be negotiated and executed with Chuckanut Health Foundation ("Contractor") for the delivery of recommendations for the establishment of a county-wide racial equity commission ("Commission"). The anticipated overall purpose of the Commission will be to develop and propose ideas, plans and recommendations that, if implemented, will help achieve racial equity and eliminate systemic racism that leads to race-based disparities in Whatcom County.
2. **Purpose.** The purposes of this Agreement are to (i) identify the parameters for developing the proposal for the Commission; (ii) set forth funding commitments; (iii) identify necessary contract terms for and elements of the services contemplated; and (iv) jointly receive the benefit of the work product detailed in Exhibit A - Scope of Work, which is attached hereto and incorporated by reference herein. Except as expressly limited by the contractual terms herein, the Parties retain full authority and discretion with respect to their executive and legislative functions.
3. **Duration.** This Agreement shall remain in effect until (i) the Contractor has completed the jointly approved scope of work, including any duly approved modifications thereto, (ii) the Contract has terminated, (iii) all sums due the Contractor have been paid, and (iv) all sums due the County have been paid by the City.
4. **Organization – Whatcom County as Lead Agency.** Whatcom County is hereby designated as the lead agency and shall enter into the Contract with the Contractor and

administer the Contract. Except as provided herein the County shall not charge the City for administering the Contract.

5. **Required Terms of Contract with Contractor.** The Governments agree the Contract shall include: (i) all standard terms and conditions as are customarily included in the County's contracts for the type of services contemplated in this Agreement, including, but not limited to, terms that address maximum amount payable, compliance with applicable law, termination, termination for reduction in funding, accounting and audit, liability and insurance (for which both the City and County will be named as additional insureds if practicable), and assignment; (ii) any terms identified as required elsewhere in this Agreement; and (iii) Exhibit A which sets forth the scope of work and estimated schedule.

6. **Manner of Financing, Payment by the Governments, and Other Support.** The County will pay, when due, the uncontested portion of each invoice from the Contractor under the Contract. Unless another allocation for a particular task is agreed to in advance of the Contractor performing that task, the Governments shall split (each party responsible for 50%) the cost of the services provided by the Contractor under the Contract. The County will forward a copy of the invoice from the Contractor to the City which shall pay its respective share to the County within thirty (30) days of receipt of the invoice. The Parties' total funding responsibility under this Agreement for Contract services is limited to a maximum of Forty-Five Thousand Dollars (\$45,000) each for a total Not-to-Exceed amount of Ninety Thousand Dollars (\$90,000) payable under the Contract. Notwithstanding the limitation on the County charging for administering the Contract, in any litigation involving the Contract the Governments shall split (each party responsible for 50%) the cost of such litigation, including reasonable attorney fees (Whatcom County Prosecutor's Office, City of Bellingham Office of the City Attorney and/or outside counsel selected jointly by both Parties) and the cost of any settlement. The County will not settle any dispute without the concurrence of the City. In addition to the financial commitments set forth herein, the City and County shall provide support and advice and shall work cooperatively to identify appropriate ancillary contract services that may be necessary to support the Contractor during proposal development. The City and County agree to actively support the addition of other governmental entities as signatories to a modification to this Agreement on such terms and conditions as may be approved by the County and the City.

7. **Project Management - Contacts.** The persons listed below are the project contacts (the "Project Contacts") for the work of the Contractor under the Contract. They are the contact persons for each of the Governments. The Project Contacts shall (i) approve minor modifications to the scope of work and estimated schedule as needed, (ii) provide any needed input to the Contractor, and (iii) receive any communications or information from the Contractor.

City of Bellingham Project Contact: Janice Keller, Mayor's Office

Whatcom County Project Contact: Jed Holmes, County Executive's Office

8. **Access, Records, and Information.** The Governments shall all have reasonable access to the records of the Contractor or any authorized sub-contractor. All information or work product developed by the Contractor pursuant to the Contract and provided to the County shall be provided to all Parties. All documents and other materials of whatever kind prepared by the Contractor in performance of the Contract shall be deemed property of the Governments upon completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein. The Contract shall include terms regarding access, records, and information as set forth in this section.

- a. All records associated with the Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor or authorized sub-contractor are needed for the Governments to respond to a request under the Act, as determined by any of the Governments, the Contractor or sub-contractor will be required to agree as a term of the Contract to make them promptly available to the Governments at no cost to the Governments. If the Contractor or authorized sub-contractor considers any portion of any record provided to the Governments under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly and explicitly identify any specific information that it claims to be confidential or proprietary. If the Government receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the Governments' sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the Governments will release the requested information on the date specified.
- b. The Governments will assume no contractual obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The Governments will not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The Governments shall not be liable to the Contractor for any records that the Governments release in compliance with this section or in compliance with an order of a court of competent jurisdiction.
- c. The Contractor and any authorized sub-contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's or sub-contractor's failure to provide adequate or timely records.
- d. The Contractor and Governments shall work cooperatively and reasonably to take action to ensure that laws applicable to public records are fully satisfied.

9. **Other Contracts.** Nothing herein shall preclude any of the Governments from employing the Contractor for other work not inconsistent with the services provided by the Contractor pursuant to the Contract.

10. **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 Government's 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.

11. **Amendment.** No modification or amendment of this Agreement may be made except by written agreement signed by all parties hereto. Modifications to Exhibit A that are not minor in nature must be reduced to writing and approved by the Whatcom County Executive and the City of Bellingham Mayor.

12. **Termination of Agreement due to Budgetary Constraints.** In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to governmental budgetary constraints, and prior to its normal completion, the budgetarily constrained Government ("Terminating Government") may summarily terminate the Agreement as to the funds withdrawn, reduced or limited. If the level of funding withdrawn, reduced or limited is so great that the Terminating Government deems that the continuation of the services covered by this Agreement is no longer in the best interest of the Terminating Government, the Terminating Government may summarily terminate this Agreement in whole. Termination under this section shall be effective upon receipt of written notice thereof; provided, however, that the Terminating Government shall remain responsible for payment of its proportionate share of Contractor expenses incurred as of the date of termination consistent with Section 6.

13. **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.

14. **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.

15. **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 \_\_\_\_\_, 2021, for WHATCOM COUNTY.

\_\_\_\_\_  
Satpal Sidhu, County Executive

**Approved as to form:**

Christopher Quinn per email 04/12/21  
County Civil Deputy Prosecuting Attorney

**EXECUTED, this \_\_\_\_ day of \_\_\_\_\_, 2021, for City of Bellingham:**

Department Approval:

\_\_\_\_\_  
Mayor

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

**Attest:**

**Approved as to Form:**

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

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

**EXHIBIT A - SCOPE OF WORK AND ESTIMATED SCHEDULE  
FOR SERVICES TO CREATE RECOMMENDATIONS  
ON THE ESTABLISHMENT OF A COUNTY-WIDE RACIAL EQUITY COMMISSION**

**A. Scope of Work.**

Under this Contract, the Contractor (Chuckanut Health Foundation) shall develop, through the process outlined below, a proposal for a county-wide racial equity commission for consideration by Whatcom County and the City of Bellingham. Chuckanut Health Foundation (CHF) shall convene and consult with a stakeholder group to develop and present to Whatcom County and the City of Bellingham a proposed Whatcom County Racial Equity Commission (Commission). Although this contract is initiated by Whatcom County and City of Bellingham governments, this work and the subsequent work of the Commission is intended for the entirety of Whatcom County including all small cities. Working closely with Whatcom County community members as a whole, activists, subject matter experts (SME), and local governments, CHF shall review quantitative and qualitative data of the Black, Indigenous, and People of Color (BIPOC) communities' experience to inform recommendations for the scope and design of a countywide racial equity commission, whose mission is anticipated to include identifying sources of racial inequality in Whatcom County and recommending strategies to address them. The scope of work set forth herein covers what is referenced as the "proposal development phase" or "development phase" of the work to create a comprehensive proposal for a racial equity commission.

To accomplish its task CHF will focus on three areas in developing its Commission proposal:

1. Countywide Community Engagement & Outreach
2. Stakeholders Process & Community Accountability
3. Proposed Administration, Development Actions, & Documentation

In developing its proposal for a Commission, Chuckanut Health Foundation shall take the following actions:

1. Convene and host weekly meetings for a Working Group to generate proposals for i) founding documents, ii) organizational structure, iii) resource needs and potential staffing, iv) bylaws, v) mission and vision statements, and vi) potential legislative action, all of which may be necessary to establish the Commission.
2. Convene and host meetings for a Stakeholders Group (monthly) and Focus Groups (as needed) to inform the scope of work; identify potential strategies for addressing racial disparities locally; develop proposed Commission mission and vision statements; and provide the necessary community collaboration, engagement, and representation in the process of

developing a Commission proposal. Among other stakeholders, CHF will seek engagement with governmental entities throughout Whatcom County as part of this work.

3. Provide supporting documentation and research regarding racial inequities in Whatcom County as well as state and national data to help guide the proposal development process and assist with the decision-making process.

4. Collect and present information on existing racial equity commissions. Such information about existing commissions should include i) organizational structure, ii) manner of entity creation, iii) founding documents, iv) related resolutions, interlocal agreements and ordinances, v) bylaws, vi) mission and vision statements, and vii) long-term fiscal needs.

5. The parties acknowledge that CHF, separate and apart from this scope of work, will act as a fiscal sponsor with respect to any private funds acquired to further the overall purpose of racial equity to include such funds acquired by donation during proposal development. Accordingly, the parties acknowledge as follows:

a. CHF shall hold, manage, invest, collect the income, pay, and disburse these funds for uses and purposes, in accordance with the policies of the Chuckanut Health Foundation. The Chuckanut Health Foundation will not be responsible for any debts incurred by the Working Group during the proposal development phase nor will it release any funds in amounts greater than the current balance of the development phase fund at any time.

b. CHF may apply to individuals, foundations, grants, or other funding sources for resources during the development phase of the REC.

c. Should donated funds remain after the development phase is complete, CHF shall transfer all remaining funds to the established Commission for commission use.

d. CHF's fiscal sponsor status shall terminate upon completion of the interlocal agreement.

e. CHF shall ensure compliance with all applicable laws and regulations with respect to such funds.

f. CHF shall ensure that private funds are not commingled with government provided funds.

6. During the proposal development phase, CHF shall serve as the primary point of contact for the community and government entities, including elected officials.



7. Coordinate development and distribution of communications materials including but not limited to press releases, applications, website posts, and video content related to the proposed development of a Commission.
8. Host a Community Visioning Summit to gather input from the broader public as part of the Commission proposal development process.
9. Create and maintain an online engagement portal for the Commission during the proposal development phase.
10. Take and maintain minutes of all meetings arising from this Scope of Work.
11. Provide monthly summary reports to the County Executive and the Mayor of all work performed under this scope of work.
12. Collaborate with staff from the Whatcom County Executive's Office and Mayor's Office of the regarding the development and presentation of the proposal.
13. Compile community feedback on final recommendations, such as letters of support, public testimony or third-party commentary.

**B. Estimated Schedule.**

The CHF shall proceed efficiently while meaningfully engaging with community in the process. The CHF shall use the following general schedule in developing its proposal for the Commission:

May 2021	Working Group and Stakeholders Group application process; Community Visioning Summit; launch of Commission web platform.
June 2021	Working Group Meeting #1-4. Stakeholders Group Meeting #1. Focus Group meetings begin; incorporation of qualitative data from Community Visioning Summit into Mission/Vision for Commission.
July 2021	Working Group Meeting #5-8. Stakeholders Group Meeting #2; assessment of community assets; identification of potential strategies a proposed commission may want to pursue in addressing disparities; drafting of the Commission's proposed scope of work and composition.
August 2021	Working Group Meeting #9-13. Stakeholders Group Meeting #3; drafting of proposed bylaws and organizational structure for a Commission to review

with Stakeholders for feedback; drafting of ordinance language using stakeholder-reviewed collateral.

- Sept 2021 Working Group Meeting #14-17. Stakeholders Group Meeting #4; final focus groups meetings; solicitation of letters of support and other public feedback.
- Oct 2021 Working Group Meeting #18-21. Stakeholders Group Meeting #5; consideration of proposed legal changes and final review of recommendations by stakeholders.
- Nov-Dec 2021 Advocacy for Commission establishment and presentation to relevant legislative bodies.

Where possible the CHF and the Commission Working Group are encouraged to complete the work more quickly than this schedule reflects. All work of the CHF and Commission Working Group, including presentation on recommendations, shall be completed by December 31, 2021.