

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Health
Division/Program: <i>(i.e. Dept. Division and Program)</i>	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Ann Beck/Jennifer Moon
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?	If yes, grantor agency contract number(s):	CFDA#:	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/> No <input type="checkbox"/>			

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	134210
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

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 for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):	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 : 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.
\$ 19,050	
This Amendment Amount:	
\$	
Total Amended Amount:	

Summary of Scope: Under this agreement, the Contractor provides shared funding for a homelessness communications strategy and resource tool-kit.

Term of Contract:	1 Year	Expiration Date:	8/31/2022
Contract Routing:	1. Prepared by:	TH	Date: 09/20/21
	2. Health Budget Approval:	KR/JG	Date: 08/24/2021
	3. Attorney signoff:	RB	Date: 08/24/2021
	4. AS Finance reviewed:	M Caldwell	Date: 8/27/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

**INTERLOCAL AGREEMENT FOR
HOMELESSNESS COMMUNICATION STRATEGY
CITY OF BELLINGHAM - WHATCOM COUNTY**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the "City"), with offices at 210 Lottie Street, Bellingham, Washington 98225, and **WHATCOM COUNTY**, a political subdivision of the State of Washington, acting through the Whatcom County Health Department, (hereinafter the "County"), located at 509 Girard Street, Bellingham, Washington 98225, in consideration of the mutual covenants herein, do agree as follows:

1. **PURPOSE.** This Agreement sets out the terms of agreement for the City to reimburse the County for half the cost of the contract between the County and Reading Communications (Whatcom County contract #202108037 incorporated herein by reference). Reading Communications has been hired to work in partnership with City of Bellingham, Whatcom County and local community organizations to gather information, develop a communications strategy and create a resource toolkit to be used, as needed to inform and mobilize the community about the challenges and solutions to ending homelessness in Whatcom County.
2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from September 1, 2021 through August 31, 2022.
3. **LIAISON.** The City's Project Manager for this Agreement is Tara Sundin. The County's responsible person is Ann Beck, Human Services Supervisor.
4. **FUNDS PROVIDED AND METHOD OF PAYMENT.** The City agrees to reimburse the County up to \$19,050. Payment shall be based on properly executed quarterly invoices. The County shall submit the invoices, documentation and any necessary reports by the 25th of the month following the period being invoiced, except for January where the same will be due by the 10th of the month. Invoices shall be sent to 210 Lottie Street – Bellingham, WA 98225 or babarr@cob.org. The City will make payment to the County no more than thirty (30) days after said reimbursement request is received and approved by the City.
5. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in this contract shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.

6. **ACCOUNTING AND AUDIT.** The County agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

7. **INDEMNIFICATION AND INSURANCE.** The County agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the County, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. County will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

County specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

8. **COMPLIANCE WITH LAWS.** The County shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. County shall submit any and all information the City requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of City's request for such information. The County covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The County further covenants that in the performance of this Agreement, no person having such interest will be employed.

9. **NONDISCRIMINATION IN CLIENT SERVICES.** The County shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The County shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

10. TERMINATION; REDUCTION IN FUNDING.

- A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).

- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced, or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.

- C. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

11. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party; provided, however, that the City acknowledges that the County contracts with service providers to work in partnership with the Whatcom County, the City and local community organizations to gather information, develop a communications strategy and create a resource toolkit to be used, as needed, to message the challenges and solutions to ending homelessness in Whatcom County.

12. VENUE STIPULATION. This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court, Washington.

13. STATUS OF COUNTY. Neither County nor personnel employed by the County shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. County shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

EXECUTED, this ____ day of _____, 2021, for the **WHATCOM COUNTY**:

Satpal Sidhu, Whatcom County Executive *Date*

APPROVED AS TO FORM:

Approved by email RB/JT

Royce Buckingham, Prosecuting Attorney

08/24/2021

Date

APPROVED AS TO PROGRAM:

Approved by email AD/JT

Anne Deacon, Human Services Manger

08/20/2021

Date

APPROVAL AS TO DEPARTMENT:

Erika Lautenbach, Director

Date

EXECUTED, this ____ day of _____, 2021, for the **CITY OF BELLINGHAM**.

Seth Fleetwood, Mayor

Attest:

Finance Director

Approved as to Form:

Office of the City Attorney

Departmental Approval:
