

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202104014

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources (907107)
Contract or Grant Administrator:	Chris Elder
Contractor's / Agency Name:	Western Washington University
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: <u>3.08.100</u> 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="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): <u>202010006</u>	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>169119</u>	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> 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"/> Goods and services provided due to an emergency <input checked="" 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): \$ <u>20,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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.
Summary of Scope: Western Washington University's Sustainable Communities Partnership program will support implementation of consistent and coordinated climate change policy across the jurisdictional landscape with the intent of supporting the Small Cities of Whatcom County to consider incorporation of climate change goals, objectives, and policies into their comprehensive planning process. This project is funded by a grant from the Department of Commerce.	
Term of Contract: 9/30/2020 - 6/30/2021 Expiration Date: 6/30/2021	

Contract Routing:	1. Prepared by: Chris Elder	Date: 4/5/2021
	2. Attorney signoff: K. Frakes	Date: 4/6/2021
	3. AS Finance reviewed: M Caldwell	Date: 4/6/21
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____ >	Date: 04/21/21
	7. Council approved (if necessary): _____ > AB2021-239	Date: 04/20/21
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**JON HUTCHINGS
DIRECTOR**



NATURAL RESOURCES
322 N. Commercial Street, Suite 110
Bellingham, WA 98225-4042
Phone: (360) 778-6230
Fax: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive
Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director *JH*
Gary Stoyka, Natural Resources Manager *GSS*

FROM: Chris Elder, Senior Planner *CE*

RE: Interagency Agreement with Western Washington University to utilize the Sustainable Communities Partnership program to support Climate Action policy coordination with jurisdictions within Whatcom County

DATE: April 5, 2021

Enclosed are two (2) originals of an Interagency Agreement between Whatcom County and Western Washington University.

Requested Action

Public Works respectfully requests that the County Council authorize the County Executive to sign the interagency agreement.

Background and Purpose

This interagency agreement will support coordination of climate change planning efforts between Whatcom County and other government entities in Whatcom County with the support of Western Washington University's Sustainable Communities Partnership Program. A graduate student lead and undergraduate students from a Land Use Planning course, under the direction of Dr. Tammi Laninga, will support improved coordination of climate action planning efforts and support the Small Cities of Whatcom County in developing climate change language to be considered for adoption in their comprehensive plans.

Funding Amount and Source

Funding is provided by a Washington Department of Commerce GMA Climate Change Planning Grant (Whatcom County Contract #202010006). These grant funds provide \$20,000 and this corresponding interagency agreement is for \$20,000. This results in net zero cost to Whatcom County.

Please contact Chris Elder at extension 6225, if you have any questions or concerns regarding the terms of this agreement.

Inter-Agency Agreement

Between Whatcom County and Western Washington University

This agreement is entered between **WESTERN WASHINGTON UNIVERSITY**, 516 High St., Bellingham, WA 98225, hereinafter referred to as "WWU", and **WHATCOM COUNTY**, 322 N. Commercial St. Suite 110, Bellingham, 98225, hereinafter referred to as "Whatcom County".

The term of this Agreement shall commence on the 1st day of September, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of June, 2021.

The general purpose or objective of this Agreement is to: coordinate climate change policy efforts with jurisdictions within Whatcom County, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$20,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

The parties entering this agreement acknowledge that there are pending projects in Whatcom County, the completion of which would result in sustainable ecological, economic and social benefits; and WWU works with one or more communities each academic year, arranging to use the resources of WWU to undertake projects of benefit to said communities; and Whatcom County wishes to contract with WWU to be its community partner for the academic year beginning September 1, 2020.

WWU Responsible Department: Office of Sustainability

The parties hereto agree as follows:

1. Purpose:

The purpose of this Agreement is to establish the scope of work that WWU will perform for Whatcom County, as well as the terms and conditions of the relationship between the Parties.

2. Service:

WWU agrees to provide those services and products set forth in attached Exhibit "A," Scope of Work and Budget, incorporated herein by reference. Whatcom County agrees to provide the staff collaboration and background data set forth in Exhibit "A."

3. Contract Term:

This Agreement shall become effective on the date upon which it has been executed by both Parties. The Agreement shall remain in effect until June 30, 2021.

4. Administration and Management:

- A. The Parties are not creating any new or separate organization or entity to administer the provisions of this agreement. WWU shall administer the planning and implementation of the Scope of Work.

- B. Whatcom County Senior Planner, Chris Elder, shall have primary responsibility for administering and approving services to be performed by WWU, and shall coordinate all communications between WWU and Whatcom County.
- C. WWU's Project Director shall have primary responsibility for administering and approving services to be performed by WWU, and shall coordinate all communications between WWU and Whatcom County.

5. Invoice and Payment Procedures:

- A. Whatcom County shall reimburse WWU for incurred project expenses and program overhead expenses, as specified in attached Exhibit "A."
- B. WWU shall submit to Whatcom County invoices for work performed during the periods ending March 31, 2021 and June 30, 2021. A final invoice of cumulative costs incurred marked "FINAL" will be submitted by WWU to Whatcom County no later than 60 days after the agreement end date. Whatcom County shall initiate authorization for payment after receipt of said invoice and shall make payment to WWU within 45 days of initial receipt

6. Property:

- A. Real: No real property shall be acquired or held under this Agreement.
- B. Intellectual: Any and all reports, electronic databases and datasets, plans, drawings, videos, photographs, or other creation of the mind created by WWU pursuant to completion of the Scope of Work shall be shared jointly among the Parties and may be used by Whatcom County and WWU for any purpose. WWU retains intellectual property rights in documents and intangible property created by WWU prior to engagement with Whatcom County.

7. Modification and Termination:

- A. Modification. Any change, addition or other modification to this Agreement shall not be valid or binding upon any party hereto unless such change, addition or modification is in writing and executed by an authorized representative of the Parties hereto.
- B. Termination. Termination of this Agreement may be initiated by either party hereto with or without cause. Such termination shall be memorialized by written agreement of all Parties hereto, which shall be executed by an authorized representative of each party. In the event of termination, Whatcom County shall reimburse WWU pursuant to the terms of paragraph (7) below.

8. Adjustment of Budget and Scope of Work:

- A. Paragraph (4) of Exhibit "A" governs instances in which either party seeks to delete one or more specific projects from the Scope of Work.
- B. In the event that WWU initiates termination of the Agreement, Whatcom County shall reimburse WWU for only the cost of completed projects (i.e., projects for which deliverables have already been received by Whatcom County) and for the cost of program overhead incurred as of the date of termination.
- C. In the event that Whatcom County initiates termination of the Agreement, WWU will complete tasks that are underway and Whatcom County shall reimburse WWU the actual costs incurred for said tasks. WWU will not commence tasks not yet underway (i.e., tasks with scheduled start dates that fall after the date of termination of the Agreement) and will not invoice Whatcom County for said tasks. WWU will make its best effort (consistent with union contracts and labor laws) to minimize program overhead costs incurred after the date of termination of the Agreement, and Whatcom County shall reimburse WWU for program overhead costs that are unavoidably incurred by WWU.

9. Legal Relations and Indemnification:

The Parties agree to the following distribution and allocation of legal responsibility and indemnification:

- A. Neither party to this Agreement will be considered the agent of the other nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person or entity not a party to this Agreement.
- B. The Parties shall separately maintain their own liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The Parties further agree that no indemnification shall be provided for, except as specifically set forth below, and that the respective liability of the Parties to each other and to third persons shall be deemed in accordance with the laws of the State of Washington.
- C. WWU will protect, indemnify, and hold harmless Whatcom County, its officers, employees, volunteers or agents from any and all costs, claims, judgments or awards of damages arising out of, or in any way resulting from, the negligent acts or omissions of WWU, its officers, employees or agents. Whatcom County will protect, indemnify, and hold harmless WWU, its officers, employees or agents from any and all costs, claims, judgments or awards of damages arising out of, or in any way resulting from, the acts or omissions of Whatcom County, its officers, employees volunteers or agents. In the event of concurrent liability, the parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this section shall be deemed to waive immunities established pursuant to state statutes or to create third party rights or immunities.
- D. Notwithstanding the provisions set forth above, Whatcom County understands and supports the project's academic and experiential learning benefits for WWU students. Whatcom County acknowledges that many aspects of the project will be completed by WWU students under the supervision of WWU faculty, and that neither the faculty nor students are licensed professionals. Neither WWU, nor anyone acting on behalf of WWU, makes any warranty or representation, express or implied, with respect to the accuracy, completeness, or usefulness of the information provided pursuant to this agreement, whether or not contained in any written report; or that use of any data, information, method or process disclosed in any report may not infringe privately owned rights. Whatcom County hereby releases WWU from liability for damages which may result to Whatcom County from the negligent acts or omissions of WWU students in the performance of work under this Agreement.
- E. The terms of this section (9) shall survive the termination of the Agreement.

10. Miscellaneous Provisions:

- A. *Severability.* If any provision of this Agreement is held to be invalid, illegal or unenforceable for whatever reason, that shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this Agreement.
- B. *Waivers.* A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- C. *Status of Employees.* This Agreement shall not create any employment or worker's compensation rights, duties or obligations. No agent, employee or other representative of the Parties shall be deemed an employee of any other party hereto for any reason.
- D. *Status of Agreement.* This Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the Parties. Those other agreements continue in effect according to the terms of those agreements.
- E. *Rights and Remedies.* The rights and remedies provided in this Agreement are in addition to any other rights and remedies that may be provided by law.
- F. *Third Parties.* The Parties do not intend to create any rights or benefits in any entity, organization or person that is not a party hereto.
- G. *Venue.* Washington law shall govern the interpretation of this Agreement. Whatcom County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

- H. *Compliance with Laws.* WWU shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations.
- I. *Assignment.* The Parties hereto shall not assign or delegate any or all duty, obligation, right or interest in this Agreement.
- J. *Nondiscrimination.* During the performance of this Agreement, the parties shall comply with all federal and state nondiscrimination laws and regulations and policies. In the event of a party's noncompliance or refusal to comply with any nondiscrimination law or regulation, this Agreement may be rescinded, canceled, or terminated in whole or in part. The party shall, however, be given a reasonable time in which to cure this noncompliance.
- K. *Force Majeure.* The obligations of the parties under this Agreement shall be suspended and excused if the performance of either is prevented or delayed by acts of nature, earthquakes, fire, flood, or the elements, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war, compliances with any directive, order or regulation of any governmental authority or representative thereof made under claim or color of authority or for any reason beyond the control of either party whether or not similar to the foregoing.
- L. *Records.* The Parties shall each maintain records in accordance with generally accepted accounting principles of the funds expended pursuant to this Agreement. Such records shall be available during normal working hours for the review of the other party, their accounting representatives or the State Auditor.

11. Governing Law:

This contract shall be governed in all respects by the law and statutes of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Whatcom County, Washington.

12. Whole Agreement:

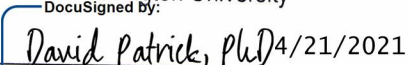
This Agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. No modification of this Agreement will be binding on either party except as a written addendum signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of 4/27/2021, 2021

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

CONTRACTOR:

Western Washington University

DocuSigned by:

 David L. Patrick, Vice Provost for Research

David L. Patrick, Vice Provost for Research
dpatrick@wwu.edu



WHATCOM COUNTY:

Recommended for Approval:

 4/19/21

Department Director Date


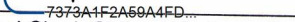
Approved as to form:

 by  04/06/2021

Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
 4/27/2021
By: 
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Western Washington University
David L. Patrick, Vice Provost for Research

Address:
Office of Research and Sponsored Programs
Western Washington University
516 High Street
Bellingham, WA 98225-9038
(360)650-2884

Exhibit "A"
Scope of Work

1. *Preamble.* This Exhibit contains the best available information regarding the scope of work (SOW) and associated budget, as of the date of execution of the Agreement. For the identified project, a WWU faculty member has confirmed that he/she will supervise, direct and/or undertake the project and has also provided a best estimate of the associated logistics (e.g., the enrollment cap and the number of anticipated visits to Whatcom County jurisdictions). The Parties understand that the actual logistics will likely differ from the estimates provided here, based upon actual enrollment and upon the professor's final decision regarding number of visits.
2. *Firm overall SOW and cost.* The Parties agree that the tasks listed below shall comprise the SOW, and that the total amount due WWU from Whatcom County in completion of the entire SOW shall not exceed \$20,000. The invoices described in paragraph (4.2) of the Agreement shall be based upon actual documented expenses, so overall cost might fall short of the "not to exceed" value established here.
3. *Reduction in SOW.* With written notice at least 30 days prior to the scheduled start date of a task (see section (6) below), either party may delete a task from the SOW.
4. *Augmentation of SOW.* An augmentation of the SOW shall be in the form of a written addendum to this Exhibit, ratified pursuant to paragraph (6.1) of the Agreement.
5. *Program overhead.* Whatcom County acknowledges that the overall "not to exceed" cost identified in paragraph (3) above includes some overhead costs incurred by WWU in operation of the program in the period September 1, 2020, through June 30, 2021. WWU overhead costs include:
 - a. Project Coordinator. Coordinator's time is split between contracts.
 - b. Incidental travel. Travel reasonably necessary for generic support of the program.
 - c. Office expense. The reasonable actual costs of I.T., telecom, copying, supplies, etc.
6. *Project Summary, Task List, and Deliverables*

Tasks/ Deliverables	Description	Start Date	End Date
Task 1	Project coordination	9/1/2020	6/30/2021
Step 1.1	Convene Project Steering Committee.	9/1/2020	9/30/2020
Step 1.2	Administer and coordinate project tasks in coordination with project steering committee.	9/1/2020	6/30/2021
Step 1.3	Hire student intern in coordination with Western Washington University's Sustainable Communities Partnership.	9/1/2020	9/30/2020
Deliverable 1	Detailed activity log, including meeting agendas, minutes, and attendee lists, actions taken, documents produced, and any other materials developed during this project; Project Steering Committee roster.	9/1/2020	6/30/2021
Task 2	Engage city and other agency staff within Whatcom County	9/1/2020	6/30/2021
Step 2.1	Coordinate with city and other agency staff	9/1/2020	6/30/2021

	directly to support climate action planning efforts.		
Step 2.2	Provide regular updates to and receive feedback from the City-County Planner group and other agency staff groups for the duration of the project.	9/1/2020	6/30/2021
Deliverable 2	Detailed activity log, including meeting agendas, minutes, and attendee lists, actions taken, documents produced, and any other materials developed during this task.	9/1/2020	6/30/2021
Task 3	Presentation of current Climate Action efforts within Whatcom County	10/1/2020	12/31/2020
Step 3.1	Whatcom County and the City of Bellingham will present an update on climate related planning and progress to municipal partners in Whatcom County.	10/1/2020	12/31/2020
Deliverable 3	Presentation materials (pdf or ppt), audio/visual recording of event, attendee list	10/1/2020	12/31/2020
Task 4	Climate policy development with participating jurisdictions	10/1/2020	6/31/2021
Step 4.1	Intern will coordinate engagement with participating jurisdictions to determine preferred approach and outcomes to policy development.	10/1/2020	6/31/2021
Step 4.2	Intern will work with ENVS 374 Land Use Regulation and Technical Writing faculty and student body to develop draft climate policy materials for consideration by participating jurisdictions.	10/1/2020	6/31/2021
Deliverable 4	Detailed activity log, including meeting agendas, meeting minutes, and attendees list, actions taken, final draft climate policy materials developed.	10/1/2020	6/31/2021



An Equal Opportunity University

Sustainable Communities Partnership Interagency Agreement

**Exhibit "B"
Budget**

Invoicing

The Contractor shall submit itemized invoices for actual costs in a format approved by the County. Invoices shall describe tasks achieved and be supported by general ledger detail for all costs as well as copies of receipts for non-payroll purchases. Mileage will be paid at current IRS rates supported by mileage log detailing date, driver, starting location, destination, number of miles, and purpose of travel. The Contractor shall submit invoices to project administrator. The final invoice must be received by July 15, 2021.

Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

Task / Deliverable	Amount
Intern and costs associated with Tasks 1 – 4. Deliverables 1 – 4.	\$11,900
Costs associated with final development of climate policy as described in Task 4 and Deliverable 4.	\$6,500
Unanticipated costs such as additional material costs, additional travel expenses, and additional support associated with Tasks 1 – 4 and Deliverables 1 – 4.	\$1,600
Total	\$20,000