

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	
Contractor's / Agency Name:		City of Bellingham	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
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 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 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): \$ 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: This Agreement outlines commitments between the City of Bellingham and Whatcom County to operate severe winter shelters for those without homes and for those that are restricted or not comfortable utilizing other shelter options.			
Term of Contract:	3 Months	Expiration Date:	03/31/2022
Contract Routing:	1. Prepared by:	COB	Date: 1/24/2022
	2. Attorney signoff:	RB	Date: 01/24/2022
	3. AS Finance reviewed:	M Caldwell	Date: 01/24/2022
	4. IT reviewed (if IT related):		Date:
	5. Contractor approved:		Date:
	6. Submitted to Executive:		Date:
	7. Council approved (if necessary):	AB2022-075	Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:

**MEMORANDUM OF UNDERSTANDING FOR
SEVERE WEATHER SHELTER / WINTER RESPONSE 2022
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:

The Mayor and County Executive acknowledge that this Memorandum of Understanding (MOU) covers Winter 2022 (January, February, and March). The City and the County will reconvene following these winter months and discuss and make decisions on how future severe weather events are covered.

- 1. Summary of Commitments by the Mayor and the County Executive:** In the event of dangerously severe weather in the forecast, the City of Bellingham and Whatcom County commits to providing an additional daytime and nighttime low-barrier (as opposed to "no barrier") shelter options for those without homes and for those that are restricted or not comfortable utilizing other shelter options. These shelters are in addition to Lighthouse Mission Ministries' Base Camp facility and the Northwest Youth Services Young Adult Winter Shelter, which are available to serve most of our unhoused population. During a severe weather emergency, as defined by the Whatcom County Health Department and outlined below, the City commits to opening and operating an overnight Severe Weather Shelter. These additional options are not intended to provide social services, but rather serve as a life-saving intervention in the event of dangerous weather conditions.

- 2. Criteria for Activating Warming Center/Severe Weather Shelter:** The decision to open the additional warming shelters will rest with the Whatcom County Health Department (WCHD). The Whatcom County Guiding Assumptions are attached.

The decision to "Go Operational" will be made by the WCHD Director by 10 am, two (2) days before going operational.

Ann Beck, Human Services Supervisor, or designee, will check the NOAA weather forecast to confirm with the WCHD Director, if thresholds trigger the necessity for Center/Shelter. If yes, Ann Beck will contact Katy Sullivan and Tara Sundin, COB Staff, and copy the Mayor and County Executive's offices.

3. Daytime Warming Center:

Lead Agency: City of Bellingham

Hours of Operation: 8:30 am to 7:00 pm

Location: Bellingham Public Library. The Downtown Library is centrally located and open to all. During a severe weather event, the Library Lecture Room would be cleared of scheduled activities and made available to the City as an emergency space. The operation of the Warming Center would be independent of library services in the rest of the building and operate regardless of the Library's normal scheduled hours of operation.

Staffing Model: The Center will be staffed by volunteers. Volunteer training, scheduling, supply purchase/delivery, garbage, custodial and other services provided by COB staff.

4. Overnight Severe Weather Shelter:

Lead Agency: Whatcom County

Hours of Operation: 7:00 pm to 9:00 am

Location: Depot Market Square.

Staffing Model: Overnight shelter will be fully staffed and operated by trained volunteers. Volunteers will be coordinated by an entity contracted by Whatcom County [currently in discussion with Serenity Outreach Services (SOS)] and there will be one responsible Lead Supervisor on-site at all times. If no entity is hired, Whatcom County employees will staff the shelter.

- 5. Cost Sharing:** The designated Lead Agency is responsible for covering all operating costs of their respective shelter. In the event the County wishes to utilize a City-owned facility and the City agrees, the City shall not charge the County a use or lease fee nor will it charge for water, sewer, and electricity. Whatcom County Facilities staff will provide custodial services and handle bathroom maintenance arrangements.

6. Code of Conduct: To the degree possible, the parties will attempt to have a similar Code of Conduct, including enforcement procedures, for guests. Subject to modification by Lead Agency, the following is anticipated as of the date of this Agreement.

- Wear a mask and maintain social distancing.
- No consumption/sales of drugs or alcohol anywhere on the premises.
- No brandishing of weapons.
- No arguing with or verbally abusing other guests/staff/volunteers.
- Smoke outside in smoking areas only; no smoking in the building or in the doorways.
- Leave with all belongings by 7:00 pm (or 9:00 am). No loitering on property after hours.
- Be kind and courteous to others in this shared space.

The parties hereby agree to the above outlined roles and responsibilities.

CITY OF BELLINGHAM:

Seth Fleetwood, Mayor

Date

WHATCOM COUNTY:

Satpal Singh Sidhu, Whatcom County Executive

Date

APPROVED AS TO FORM:

Approved by email RB/JT
Royce Buckingham, Senior Civil Deputy Prosecutor

01/24/2022
Date

APPROVED AS TO PROGRAM:

Approved by email AB/JT
Ann Beck, Human Services Supervisor

01/24/2022
Date

APPROVAL AS TO DEPARTMENT:

Erika Lautenbach, Director

Date



SEVERE WEATHER SHELTERS

Guiding Assumptions:

1. The Health Department Director will determine when severe cold weather conditions pose life-threatening circumstances and severe weather shelter(s) should open. The guidelines below will be used in the decision-making process.
2. The temperature threshold of 28°F forecasted as the overnight low will activate the opening of a severe weather shelter. Precipitation of 2" forecasted or on the ground if freezing temperature (32°) threshold is reached is also an activation factor.
3. Temperature ranges collected at the Bellingham Airport from the National Oceanic and Atmospheric Administration (NOAA) will be the only source utilized for determining whether the weather threshold is met.
4. Wind Chill used as a factor for weather threshold is extremely variable due to gusts, nine micro-climates in the county, and challenges with forecasting sustained winds. Wind Chill will be considered and the negotiated contract(s) will define the parameters of when wind conditions may activate shelter opening.
5. Contracted organizations will have final say on whom they serve, within the guidelines of the contract. More vulnerable populations will be prioritized. Capacity constraints of contracted organizations may also limit the number of days a severe weather shelter can be offered.
6. Unique requests (i.e., pets, couples, meals) will be considered, but may not be accommodated due to insufficient contracted organization capacity.
7. Twenty-four hours advance notice, when possible, will be provided to the contracted organization(s) when requesting the opening of a severe weather shelter.
8. Severe Weather shelter(s) will be deactivated when thresholds for forecasted severe weather are no longer met
9. Nothing prohibits organizations from opening their own shelters during severe weather, but public resources will not be offered without a prearranged contract.