

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202309035
Originating Department:		85 Health
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 854085 Solid Waste
Contract or Grant Administrator:		Sue Sullivan
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 checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s): _____	202201016
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s): _____	Contract Cost Center: 650525
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
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): \$ 150,000		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.
This Amendment Amount: \$ _____		
Total Amended Amount: \$ _____		

Summary of Scope: This Agreement dedicates funding to the City of Bellingham for subcontractors working to remove homeless encampment solid waste.		
Term of Contract:	4 Months	Expiration Date: 12/31/2023
Contract Routing:	1. Prepared by: JT	Date: 09/01/2023
	2. Health Budget Approval: KR/JS	Date: 09/07/2023
	3. Attorney signoff: RB	Date: 09/07/2023
	4. AS Finance reviewed: A Martin	Date: 9/13/2023
	5. IT reviewed (if IT related):	Date: _____
	6. Contractor approved:	Date: 11/2/23
	7. Executive Contract Review: BSR	Date: 9/28/2023
	8. Council approved (if necessary): AB2023-603	Date: 09/26/2023
	9. Executive signed:	Date: 9/28/2023
	10. Original to Council:	Date: _____



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: City of Bellingham – Homeless Encampment Solid Waste Removal Interlocal Agreement
DATE: September 27, 2023

Attached is an Interlocal Agreement between Whatcom County and City of Bellingham for your review and signature.

- **Background and Purpose**
Homeless encampments can present a significant health and safety risk to occupants, neighboring residents, businesses, passing motorists, pedestrian access, and roadway workers. Illegal disposal of garbage and human waste can contaminate the environment, including soil, groundwater and surface waterways, spread disease, attract vermin, and disrupt the ecosystem. This Agreement dedicates funding to the City of Bellingham for subcontractors working to remove solid and hazardous waste related to homeless encampments and illegal dump sites.
- **Funding Amount and Source**
Funding for this Agreement, in an amount not to exceed \$150,000, is provided by the Washington State Department of Health's Consolidated Contract – Foundational Public Health Services Funds. These funds are included in the 2023 budget. Council authorization is required per RCW 39.34.030(2) for agreements between public agencies.
- **Differences between Previous Agreements**
This is a new agreement and includes no significant revisions from the previous agreement ending on 06/30/2023 (WC Contract #202211036).

Please contact Sue Sullivan, Environmental Health Manager at 360-778-6020 (SSullivan@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.



Whatcom County Contract Number

202309035

**INTERLOCAL AGREEMENT FOR
HOMELESS ENCAMPMENT SOLID WASTE REMOVAL
WHATCOM COUNTY – CITY OF BELLINGHAM**

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

1. **PURPOSE:** This Agreement sets out the terms of financial assistance provided to the Recipient by the County to support solid waste removal at homeless encampments, as further detailed in Exhibit A "Statement of Work", attached hereto and incorporated herein by this reference.
2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from 09/01/2023 through 12/31/2023.
3. **LIAISON.** The Recipient's responsible person for this Agreement is Sean O'Neill, Solid Waste Manager (Sponeill@cob.org). The County's responsible person is Sue Sullivan, Environmental Health Manager (SSullivan@co.whatcom.wa.us).
4. **STATEMENT OF WORK.** See attached Exhibit A, incorporated herein by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. The financial assistance provided to the Recipient shall not exceed **\$150,000**.
 - B. The County agrees to financially assist the Recipient only for activities specified in Exhibit A. Payment shall be based on properly executed quarterly invoices, per Exhibit B.
6. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section of Exhibit A 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.
7. **ACCOUNTING AND AUDIT.** The Recipient 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 County or any other governmental agency with jurisdiction for audit, at such reasonable time and places as the County shall designate.
8. **INDEMNIFICATION AND INSURANCE.** The Recipient agrees to defend the County, hold it harmless, and indemnify it as to all claims, suites, costs, fees and liability arising out of the acts or work of the Recipient, 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. Recipient 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.

Recipient specifically and expressly waives any immunity that may be granted 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.

9. **COMPLIANCE WITH LAWS.** The Recipient shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. Recipient shall submit any and all information the County requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of County's request for such information. The Recipient 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 Recipient further covenants that in the performance of this Agreement, no person having such interest will be employed.
10. **NONDISCRIMINATION IN CLIENT SERVICES.** The Recipient 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 Recipient shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
11. **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 County budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the County 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 County deems that the continuation of the services covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.
 - C. Termination of this Agreement shall not prevent the County from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.
12. **ASSIGNMENT.** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.
13. **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.
14. **STATUS OF RECIPIENT.** Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the County's employment, nor shall they be deemed employees or agents of the County for any

purpose other than as specified herein. Recipient 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, for WHATCOM COUNTY on: 9/28/2023

DocuSigned by:
Satpal Singh Sidhu 9/28/2023
1192C7C18B884E3
Satpal Singh Sidhu, County Executive Date

**WHATCOM COUNTY:
Recommended for Approval:**

DocuSigned by:
Sue Sullivan 9/28/2023
051358A396B846E
Sue Sullivan, Environmental Health Manager Date

DocuSigned by:
Erika Lautenbach 9/28/2023
955C051A3037480
Erika Lautenbach, Director Date

Approved as to form:

DocuSigned by:
Royce Buckingham 9/28/2023
1EE50DBD9542404
Royce Buckingham, Senior Civil Deputy Prosecutor Date

CITY OF BELLINGHAM:

EXECUTED, this 2 day of November, 2023, for the **CITY OF BELLINGHAM:**

[Signature]
Seth Fleetwood, Mayor

Attest:

[Signature]
Finance Director

Departmental Approval

[Signature]

Approved as to Form:

[Signature]
Office of the City Attorney

EXHIBIT A STATEMENT OF WORK

I. Background

Homeless encampments can present a significant health and safety risk to occupants, neighboring residents, businesses, passing motorists, pedestrian access, and roadway workers. Illegal disposal of garbage and human waste can contaminate the environment, including soil, groundwater and surface waterways, spread disease, attract vermin, and disrupt the ecosystem. These risks present a need to clean up abandoned encampments to protect people and the environment. This Agreement dedicates funding to the City of Bellingham for subcontractors working to remove solid and hazardous waste related to homeless encampments and illegal dump sites.

II. Scope of Work

- A. City of Bellingham subcontractors will work to decrease or eliminate the threat of hazardous materials reaching the environment and/or exposure to hazardous or disease-causing materials or vectors associated with abandoned homeless encampments on public property. Abandoned encampments are typically identified through citizen complaints. The City's Solid Waste Program personnel will perform site visits of identified encampments and, if determined to be abandoned, will tag the site for a cleanup. When performing a cleanup at an abandoned encampment, subcontractors will:
1. Remove all wastes, including garbage, biohazardous waste and hazardous waste.
 2. Follow best practice work procedures to safely manage any hazardous materials that may be found on a property and which could pose a health threat.
 3. Properly handle and dispose of solid and hazardous waste in accordance with all applicable laws.
 4. Provide all safety, equipment, materials, and relevant training to staff.
 5. Provide all labor, materials, tools, equipment, transportation, and supplies required to decrease or eliminate the threat of hazardous materials.
 6. Always perform work in a safe, timely, efficient, and courteous manner.
 7. Use caution during site cleanup to ensure no damage to landscaping, turf, trees, or vegetation.
 8. Utilize mechanical means to clean areas when able.
 9. Handle material as minimal as possible based on solid waste risk assessment.
- B. All state and local laws are to be followed when disposing of collected wastes. After a cleanup is performed, subcontractors will make all attempts possible to return the property to its previous state, including placing hydroseed.
- C. If solid waste services are needed in occupied encampments, law enforcement personnel are also required to accompany solid waste personnel.
- D. This Agreement does not fund law enforcement personnel nor the cost for solid waste disposal.

- E. The urgency and frequency of pickups are determined by the level of risk to the public as well as other factors such as proximity to schools, critical areas, riparian areas, waterways, pedestrian accessibility, public health, code compliance, parking enforcement, and public safety.

III. Additional Requirements

The City of Bellingham and its subcontractors will maintain current licenses, permits, certifications, and other regulatory items required under international, federal, state, local statutes, regulations or standards for heavy equipment operation and for cleanup, transportation, dismantling, salvage, reuse, recycling, and/or disposal of all materials. Waste removed from encampments may include sharps, biohazardous and hazardous waste. Therefore, proper training and personal protective equipment for personnel are required before assuming duties within this scope of work.

IV. Reporting Requirements

Quarterly reports of areas served, including cleanup locations, amount of waste removed, and hours worked shall be submitted to the County's Contract Administrator on or before January 10, 2024.

**EXHIBIT B
FINANCIAL COMMITMENTS**

- I. **Budget and Source of Funding:** Funding for this Agreement may not exceed \$150,000. Funds are provided by the Washington State Department of Health's Consolidated Contract – Foundational Public Health Services Funds. The budget for this Agreement is as follows:

Cost Description	Items Required with Invoices	Total Budget
Subcontracted Services (salaries + benefits only)	Paid invoices	\$150,000

II. **Invoicing:**

- A. Invoices shall be submitted upon completion of encampment site clean-up and shall be submitted by the 15th of the month, following the month of service, except for January where the same will be due by the 10th of the month. Invoices submitted for payment must include the items identified in the table above.
- B. Invoices shall be sent to (include contract #) HL-BusinessOffice@co.whatcom.wa.us.
- C. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the City.
- D. 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.
- E. Duplication of Billed Costs or Payments for Service: City shall not bill the County for services performed or provided under this contract, and the County shall not pay the City, if the City 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 City is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.