

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202205007

Originating Department:	Executive
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non-Departmental -Historical Preservation
Contract or Grant Administrator:	T. Helms/T. Schroeder
Contractor's / Agency Name:	Western Washington University - Longhouse Project
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: _____ 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 type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
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: 4019.7220	
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"/> 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): \$ 75,000 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: _____	
This agreement allows for the support of the University's construction costs associated with the construction of a longhouse which will be used by staff, students and the community and will help to increase retention, persistence rates and higher graduation rates among students.	
Term of Contract: 6 months	Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: th _____	Date: 4/18/2022
	2. Attorney signoff: CQuinn _____	Date: 5/11/2022
	3. AS Finance reviewed: bbennett _____	Date: 5/11/2022
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): <u>AB2022-293</u> _____	Date: <u>5-24-22</u>
	8. Executive signed: _____	Date: 05/27/22
	9. Original to Council: _____ ✓	Date: <u>6-3-22</u>

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WHATCOM COUNTY AND WESTERN WASHINGTON
UNIVERSITY (WWU)**

This Interlocal Cooperation Agreement (the "**Agreement**") is made and entered into this day by and between Whatcom County, (the "**County**"), and Western Washington University, (the "**University**"). The County and the University may be individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS, the University is located on the ancestral homelands of the Lhaq'temish Lummi Nation and Nuxwsa7aq, Nooksack nation and other coast Salish Nation. In recognition of the historic importance of place and in acknowledgement of the University's responsibility to promote education opportunities for Native students, WWU is building a traditional Coast Salish-Style Longhouse for use by students, faculty, staff and surrounding communities; and

WHEREAS, the vision for this project originated from the Native American Student Union (NASU) and is the result of decades of dialogue among students, faculty, and campus administrators; and

WHEREAS, the Longhouse will serve as a gathering and ceremonial space for Native students as well as Coast Salish tribal nations throughout the Salish Sea region; and

WHEREAS, the University received a \$4.5 million dollar grant for the design and construction of the Longhouse and are raising an additional \$500,000 from other sources to complete the project; and

WHEREAS, Whatcom County remains a dedicated partner in supporting projects that achieve a vision of inclusive success and the County Council approved funding in the amount of \$75,000 in support of this project, and

WHEREAS, the funding commitment is apportioned with the knowledge the County will utilize the Historical Preservation Fund as allowable through RCW 36.22.170 to support the County funding contribution; and

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. **COMPENSATION.** Whatcom County will reimburse up to \$75,000 of the Longhouse construction costs. The University will invoice the County for construction costs and will include supporting documentation of costs being reimbursed.
2. **ADMINISTRATION.** The University shall comply with all state and federal laws related to contracting for services or consultants.

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3. **REPORTING.** The University will report to the County upon project completion, total costs of the construction and total funding sources for the project.

4. **EFFECTIVE DATE AND TERM.** The Agreement shall be effective immediately upon its execution by all Parties. This Agreement shall continue in full force and effect until December 31, 2022.

5. **WITHDRAWAL OF PARTIES.** Any Party may withdraw from this Agreement by providing thirty (30) days written notice to the other parties.

6. **SURVIVABILITY:** All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

7. **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 deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County: Tyler Schroeder, Deputy Executive
Whatcom County Executive Office
311 Grand Ave
Bellingham, WA 98225

The University: Donna Gibbs, Vice President
University Relations & Marketing
Western Washington University
516 High Street
Bellingham, WA 98225

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal of the intended recipient 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.

10. **AMENDMENT:** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

11. **WAIVER:** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

12. **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.

13. **PUBLIC RECORDS ACT.** All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

14. **ENTIRE AGREEMENT:** The entire agreement between the parties hereto is contained in this Agreement, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year according to the signatures below.

EXECUTED THIS ____ day of 5/27/2022, 2022.

Western Washington University

Western Washington University

DocuSigned by:
Sabah Randhawa, President 5/27/2022
Sabah Randhawa, President

DocuSigned by:
Donna Gibbs, Vice President 5/26/2022
Donna Gibbs, Vice President

Attest:

DocuSigned by:
Joyce Lopes 5/26/2022
Joyce Lopes, VP for Business & Finance Affairs

Approved as to form:

DocuSigned by:
Kerena Higgins, Asst. Attorney General 5/25/2022
Kerena Higgins, Assistant Attorney General

EXECUTED this ____ day of _____, 2021.

WHATCOM COUNTY

DocuSigned by:
Satpal Singh Sidhu 5/27/2022
Satpal Sidhu
County Executive

Approved as to form:

Christopher Quinn per email 05/11/2022
Sr. Civil Deputy Prosecuting Attorney



Old Main 450
516 High Street
Bellingham, Washington 98225-9000
(360) 650-3480
www.wvu.edu

October 8, 2021

Satpal Singh Sidhu,
Whatcom County Executive
Whatcom County Council
311 Grand Avenue #108
Bellingham, WA 98225

Dear Executive Sidhu
and Whatcom County
Council Members,

As you know, Western Washington University is located on the ancestral homelands of the Lhaq'temish Lummi Nation and Nuxwsa7aq, Nooksack Nation, as well as other Coast Salish Nations. In recognition of the historic importance of place and in acknowledgement of the University's responsibility to promote educational opportunities for Native students, Western is building a traditional Coast Salish-style Longhouse for use by students, faculty, staff, and our surrounding communities.

The University is consulting with Coast Salish Tribes and Nations to ensure the cultural integrity of the project and working closely with the City of Bellingham on a location in the Sehome Hill Arboretum, that aligns with the mission and purpose of the Longhouse, and provides access to students, faculty, and staff, as well as the general public.

The Longhouse will serve as a gathering and ceremonial space for Native students as well as Coast Salish tribal nations throughout the Salish Sea region. It will support American Indian/Alaska Native and First Nations students by providing a dedicated space to gather, build community, and support each other. The Longhouse will also serve as a "house of healing" to acknowledge the past traumas and distress affecting Native peoples and long-standing racial injustices, as well as grief and suffering caused by the global pandemic and the ensuing economic crisis.

The vision for a Coast Salish Longhouse at Western originated from the Native American Student Union (NASU) and is the result of decades of dialogue among students, faculty, and campus administrators. Responding to the needs of Native American students, faculty, and staff is an important part of Western's strategic plan that, among other things, calls on us to recognize debts and obligations to Indigenous and Native nations. It also calls on us to advance inclusive student success. Education is the most powerful social equalizer, a true engine for upward mobility. But while postsecondary institutions have become increasingly diverse, the degree attainment gap persists for low-income students and students of color, and that trend has only been exacerbated by the impacts of the COVID-19 pandemic.

We recognize that our most important challenge is to increase retention and persistence rates and the number of graduates, while eliminating opportunity and achievement gaps for students from diverse and under-represented socio-economic backgrounds.

The establishment of a longhouse at Western was also a key element in our legislative proposal during the 2021-23 biennium, and I'm pleased to report that the University received \$4.5 million for design and construction. We are currently engaged in fundraising efforts to raise another \$500,000 from other sources.

We are grateful for the endorsement of the Affiliated Tribes of Northwest Indians and sponsorship of this project by Representative Debra Lekanoff. The University and the Office of Tribal Relations at Western now invite Whatcom County to join the City of Bellingham in supporting this historic effort to expand our community's multi-cultural infrastructure.

As our county's executive leader, you have galvanized efforts to strengthen equity and social justice in our communities. You have identified and recommended funding for projects that achieve a vision of inclusive success – a vision shared by Western as one of our core principles. We invite you to join us in this project to support community healing, nurture understanding, and foster learning.

Western respectfully asks that the Whatcom County Council consider a funding request of \$75,000 to support the construction of the *House of Healing* Coast Salish-style Longhouse in our community which will be operated and maintained as a facility of Western Washington University.

We welcome the opportunity to explore this funding request with you at your earliest convenience.

In gratitude for your consideration of this request,



Sabah Randhawa
President
Western Washington University



Laural Ballew
Executive Director of American Indian/Alaska Native and First Nations Relations &
Tribal Liaison to the President

Enclosure