



# Contract Coversheet

Contract: C2000406  
Amendment: N/A

<b>Supplier</b> Whatcom County	<b>Department</b> Office of The Ma	<b>Originator</b> Alison Henshaw
<b>Classification</b> Interlocal Agreement	<b>Project Name</b> Cost Sharing Agreement re COVID 19 Health Crisis	<b>Project Manager</b>
<b>Original Amount</b> \$0.00	<b>Maximum Amount</b> \$0.00	<b>Amendment Change</b> \$0.00
<b>Type</b> NF - Non-Financial	<b>Structure</b> ST - Standard	<b>Agreement Type</b> NONFIN - Non-Financial Contract
<b>Termination Date</b> 12/31/2020	<b>Amended Termination Date</b>	<b>Compliance Type</b>
<b>Retainage %</b>	<b>Retainage Comments</b>	
<b>Renewal Date</b>	<b>Renewal Notes</b>	

6/12/20 Finance →  
6/12/20 seen

Additional Contract Notes:

Rush! Please return to Legal, once signed + scanned.

Contacts:

↓  
Must be signed by today.  
Thanks, Julie Steele

**INTERLOCAL COST SHARING AGREEMENT RELATED TO  
COVID-19 HEALTH CRISIS**

This Agreement is made and entered into on this 11 day of June 2020, between Whatcom County ("County") and the City of Bellingham ("City"), both municipal corporations of the State of Washington located in Whatcom County, for cost sharing related to the COVID-19 health crisis. Hereinafter, the County and the City may be referred to as "Parties," collectively, or as a "Party," individually.

**RECITALS**

**WHEREAS**, the County and City enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW);

**WHEREAS**, on February 29, 2020, the Governor of the State of Washington proclaimed that a State of Emergency exists in all counties in the State of Washington due to the outbreak of novel coronavirus (COVID-19);

**WHEREAS**, on March 10, 2020, the Whatcom County Executive declared a Whatcom County public health emergency due to the spread of COVID-19 in the community;

**WHEREAS**, on March 12, 2020, the Mayor of the City of Bellingham issued a Proclamation of Local Emergency as a result of COVID-19;

**WHEREAS**, the ongoing risk to public safety, health, and welfare posed by COVID-19 across Whatcom County requires the continued unified response by local governments to minimize the wide-ranging impacts of COVID-19 in our communities;

**WHEREAS**, Whatcom Unified Command is primarily responsible for providing the coordinated County-wide response to the COVID health crisis;

**WHEREAS**, the City Mayor, the County Executive, and County Sheriff jointly share executive authority over Unified Command;

**WHEREAS**, to date Whatcom Unified Command has deployed substantial financial resources in response to COVID. Expenditures have included but are not limited to establishing isolation and quarantine housing in Bellingham, procuring and supplying PPE county-wide, securing on-call COVID-related transportation (Cabulance) service, providing temporary shelter, meals, and services for vulnerable members of the community, and providing direct assistance to nursing and long-term care facilities suffering the disproportionate impacts of COVID;

**WHEREAS**, it is expected that such COVID-related expenditures will continue in the coming months;

**WHEREAS**, to date the Parties have cooperated in maximizing and prioritizing their resources to respond to the community's most pressing needs consistent with their respective governmental obligations and functions;

**WHEREAS**, cost and revenue sharing between the City and the County during this emergency is necessary to ensure the most effective and cost-efficient response to the COVID emergency County-wide;

**WHEREAS**, the continued cooperation between the City and County is essential to the ongoing protection of public health and safety in the Bellingham and throughout Whatcom County;

**WHEREAS**, to the extent reasonably practicable, the City and the County are committed to identifying and jointly pre-approving those COVID-related expenditures that may be subject to cost-sharing under this Agreement prior to incurring such expense;

**WHEREAS**, the Parties, as independent governmental entities, have received or anticipate receiving revenue from state and federal sources including a Washington State of Department of Commerce COVID-19 Outbreak Emergency Housing Grant; FEMA Public Assistance Program; and the CARES Act and are committed to seeking and utilizing additional funds from all available sources;

**WHEREAS**, the City and County are also committed, however, to sharing those COVID-related costs that will not be reimbursed or covered by state or federal funding sources, as appropriate and under the terms of this Agreement;

**WHEREAS**, the Parties agree that a cost and revenue sharing agreement will promote and maximize the public health, safety, and welfare of their residents;

**WHEREAS**, the City and the County have currently identified a specific action item requiring joint cooperation and cost sharing at this time; and

**WHEREAS**, the Parties currently seek to establish a cost sharing agreement for the needed replacement shelter as further articulated in Addendum No. 1 to this Agreement.

**NOW, THEREFORE**, and in consideration of the mutual promises and covenants contained herein the Parties agree as follows:

**1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide for ongoing joint cooperation to implement COVID-19 response action items and to formalize the cost and revenue sharing related to such action items. As of the date of this Agreement, the Parties have identified the immediate need to relocate the shelter currently housed at Bellingham High School. The terms of this specific joint action item and the related cost sharing are set forth in Addendum No. 1, which is attached hereto and incorporated into this Agreement. It is anticipated that future responsive action items may also require joint cooperation and cost and revenue sharing during the health crisis and the recovery period. Therefore, the Parties hereby commit to work in good faith toward establishing joint cooperation and cost and revenue sharing agreements specific to additional action items and expenditures, the terms of which will be memorialized as addenda to this Agreement.

**2. JOINT ACTION ITEMS AND LIMITATIONS.** Specific action items that the Parties deem appropriate for cost and revenue sharing will be established through addenda to this Agreement. Any addenda shall include the total cost committed by each Party for the action item, the allocation of costs to each Party, and the roles and responsibilities assigned to each Party related to the action item. The Whatcom County Executive and the Mayor of the City of Bellingham may agree to cost or revenue sharing by the Parties for additional action items other than the replacement shelter site referenced in Addendum No. 1; provided, however, that any such agreement must be reduced to a written addendum to this Agreement and executed by the Executive and the Mayor. Any cost sharing that is (1) beyond the not-to-exceed costs for the replacement shelter set forth in Addendum No. 1 or (2) exceeding any spending thresholds set by the Parties' respective councils through their budgeting processes must be approved by the County Council and the City Council. The Parties agree to establish and maintain appropriate budget spending threshold to satisfy the funding commitments set forth in Addendum No. 1.

**3. COST SHARING WITH LOCAL FUNDS.** The City and the County have each identified up to \$250,000 in local funds for the purpose of cost sharing in those costs that are incurred in the unified response to the COVID health crisis and which are not eligible for state, federal, or other non-local funding ("uncovered expenditures"). The Parties commit to work in good faith to identify and reach agreement regarding uncovered expenditures appropriate for cost sharing under this Section. Cost sharing for such uncovered expenditures shall be subject to the same process set forth in Section 2, including the need for an addendum to this Agreement to identify specific

obligations, and the County Executive and Mayor are hereby authorized to execute such addenda. Each Party's specific financial obligation related to an uncovered expenditure, including contribution percentage, will be identified in the applicable cost sharing addenda.

**4. INVOICES AND PAYMENTS.** On a monthly basis, each Party will endeavor to bill the other Party, with an invoice and supporting documentation, to prove expenses incurred for any cost sharing subject to this Agreement. Payment shall be made within 30 days following receipt of the invoice.

**5. REPORTING.** At the request of either the County or the City, the responding Party shall prepare and provide to the requesting Party a report showing revenue and expenses related to the COVID-19 health crisis, including cost shared by the Parties to this Agreement.

**6. ASSETS.** The ownership and disposition of any assets acquired by either Party through expenditures for which cost sharing has occurred under this Agreement, if any exist, shall be set forth in the applicable addenda.

**7. EFFECTIVE DATE, DURATION AND TERMINATION.** The County and City agree that this Agreement shall be effective as of the date it is executed and shall continue in effect as long as needed to effectuate the cost sharing contemplated in this Agreement. When the cost sharing contemplated herein is complete, this Agreement shall automatically terminate.

**8. NOTICES.** Any notices or actions required as a result of this contract shall be directed to the following:

WHATCOM COUNTY EXECUTIVE'S OFFICE  
311 GRAND AVENUE, SUITE 108  
BELLINGHAM, WA 98225

CITY OF BELLINGHAM MAYOR'S OFFICE  
210 LOTTIE STREET  
BELLINGHAM, WA 98225

**9. COMPLIANCE WITH LAWS.** The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances.

**10. RELATIONSHIP OF PARTIES.** The Parties hereto recognize and agree that they are independent governmental entities and that this Agreement does not establish a separate entity. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party. Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.

**11. DISPUTE RESOLUTION.** In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to arbitration. The Parties agree to jointly select a mediator. In the event that mediation is unsuccessful the Parties agree to submit the matter to arbitration. Each Party shall bear its own costs and expenses related to dispute resolution.

**12. SEVERABILITY.** It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.


**13. ENTIRE AGREEMENT.** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Both Parties recognize time is of the essence in the performance of the provision of this Agreement. The Parties agree that this Agreement supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

**15. FURTHER ACTS.** Each Party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Agreement. The Parties recognize that additional written agreements may be necessary prior to implementation of any specific action item.

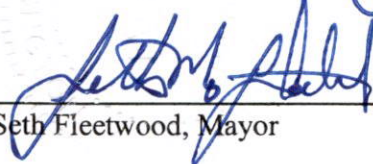
Executed this \_\_\_\_ day of \_\_\_\_\_, 2020 for WHATCOM COUNTY.

DocuSigned by:  
 6/10/2020  
7373A1E2A59A4ED  
\_\_\_\_\_  
Satpal Sidhu, County Executive

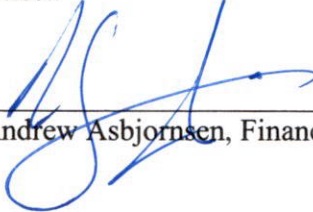
Approved as to form:

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 6/10/2020  
EC466EF5C88B4FD...  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

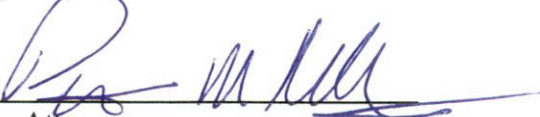
Executed this 11 day of June, 2020, for CITY OF BELLINGHAM.

  
\_\_\_\_\_  
Seth Fleetwood, Mayor

Attest:

  
\_\_\_\_\_  
Andrew Asbjornsen, Finance Director

Approved as to form:

  
\_\_\_\_\_  
City Attorney

**ADDENDUM No. 1**  
**To The Interlocal Cost Sharing Agreement Related To Covid-19 Health Crisis**  
**Between Whatcom County and the City of Bellingham**

**Project:** Relocate the Drop-in Center from Bellingham High School to another location to reduce the opportunities to spread COVID-19.

**Need:** In response to COVID-19 and related state proclamations, as well as to address the needs of a vulnerable population, the Lighthouse Mission Ministries (LMM) relocated its Drop-In Center (DIC) on Friday, March 20. In partnership with the Bellingham School District, the DIC is temporarily housed on the Bellingham High School Campus through August 9, 2020.

The School District needs the building this coming fall, so another location is required. If the Drop-in Center in Old Town were used, approximately 110 people would no longer be served and would likely become unsheltered.

Relocation to a larger facility is consistent with guidance from the U.S. Centers for Disease Control and state and local Health Department guidelines for social (physical) distancing. People without homes do not have the ability to create the social distancing required when they are seeking shelter.

By moving the Drop-In Center to a larger facility, guests will be able to maintain physical and social distance which is necessary to reduce opportunities to spread COVID-19. This not only benefits vulnerable individuals but protects the health of the entire community.

It is expected that COVID-19 will remain in our communities for quite some time. Until there is a vaccine, it is unlikely that the DIC in Old Town will be suitable for congregate living. LMM has plans to build a new facility to replace its inadequate DIC in Old Town. Ideally, the City and County will secure a location that serves the community during the COVID emergency and serves the community while LMM pursues a capital campaign to replace its Old Town facility.

**Cooperation, Roles and Responsibilities:** This is a cooperative effort. The roles and responsibilities of the City and County are set forth below. For context, LMM's and Whatcom Unified Command's responsibilities are outlined as well. The roles and responsibilities outlined below may be revised by agreement of the Whatcom County Executive and the Mayor of the City of Bellingham.

**Options:** The DIC requires approximately 15,000 square feet of enclosed buildings with additional outdoor space. Two options that are being explored: 1) lease an existing building; or 2) lease land or use City/County land and purchase or lease a modular building. Given the tight timeline, leasing and existing building is preferred.

**Deadline:** The Use Agreement with Bellingham School District expires August 10, 2020. The District prefers the DIC exit the building in July for additional time to prepare the school for a restart.



**Project Management:** The Parties will undertake the roles and responsibilities with respect to the project as set forth in the following table.

	<b>Whatcom County</b>	<b>City of Bellingham</b>	<b>Lighthouse Mission</b>	<b>WUC</b>
Alternative Site Evaluation & Submit Letter to CE & Mayor stating continued need for alternative shelter			Support	Lead
Lease Negotiations	Support	Lead	Support	
Sub-Lease Negotiations		Lead	Lead	
Tenant Improvements*	Support	Lead	Support – Specify Needs	
Furnishings		Lead	Support – Specify Products	Support - Minor
Staffing, Supplies, etc.			Lead	
Communications Plan (until LMM DIC becomes operational)	Support	Lead	Support	Support (WCHD)
Permitting	Minor Support	Lead	Support	

\* This task would include purchasing or leasing of a modular building if not feasible to lease an existing building, as noted in Option 2.

**Cost Sharing:** The City and Whatcom County agree to cost sharing for this project as set forth in the tables below. The funding commitments by the Parties are limited to the not-to-exceed amounts (“NTE”) set forth in the top row. The commitment by the Lighthouse Mission is provided for information and context.

**Option 1:** This option will involve the lease of an existing building and is the preferred option. The approximate cost of this project to the Parties is \$1.5 Million.

	<b>Whatcom County NTE \$800,000 (DOC Balance)</b>	<b>City of Bellingham NTE \$700,000</b>	<b>Lighthouse Mission ~ 2.2 M</b>
Lease & NNN	First 3 Years Commerce Grant		Final Year
Utilities	Through 9/2020 Commerce Grant		Oct 2020 – lease term
Damage/Maintenance			100%
Site Improvements	Commerce Grant	CARES ACT and/or Housing Levy	
Site Furnishings	Commerce Grant	CARES ACT and/or Housing Levy	Available at OT DIC
Operations			100%

**Option 2:** This option will involve the lease of land or use of land owned by the City or the County and will also require installation of a modular unit. The approximate cost of this project to the Parties is \$2.5 Million.

	<b>Whatcom County NTE \$1.8 M</b>	<b>City of Bellingham NTE \$700k</b>	<b>Lighthouse Mission</b>
Lease Land & Purchase or Lease Modular	Commerce Grant, may need CARES ACT	CARES ACT, Local Housing Levy	Balance (depends on cost to City and County)
Utilities			Depends on balance remaining from City and County Not to Exceed Amounts.
Damage/Maintenance			100%
Site Improvements	Commerce Grant, may need CARES Act	CARES ACT	
Site Furnishings			Available at OT DIC
Operations			100%

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202006008**

Originating Department:	Executive Office
Division/Program: (i.e. Dept. Division and Program)	COVID-19
Contract or Grant Administrator:	Tyler Schroeder, Deputy Executive
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  No   
 Yes  No  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes  No  If No, include WCC: \_\_\_\_\_  
 Already approved? Council Approved Date: 06/02/2020 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Yes  No  If yes, RFP and Bid number(s): \_\_\_\_\_ Contract \_\_\_\_\_  
 Cost Center: 134100

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ \_\_\_\_\_  
 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:**

- Exercising an option contained in a contract previously approved by the council.
- Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
- Bid or award is for supplies.
- Equipment is included in Exhibit "B" of the Budget Ordinance.
- 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: \_\_\_\_\_

**Cost sharing agreement between Whatcom County and the City of Bellingham for costs related to the COVID-19 health crisis.**

Term of Contract: As long as necessary to affectuate the cost sharing      Expiration Date: when cost sharing is complete

Contract Routing:	1. Prepared by: <u>T. Schroeder</u>	Date: <u>05/27/20</u>
	2. Attorney signoff: <u>C. Quinn</u>	Date: <u>05/28/20</u>
	3. AS Finance reviewed: <u>B. Bennett</u>	Date: <u>05/29/20</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____