

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

**202001020**

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non-Departmental
Contract or Grant Administrator:	Tyler Schroeder, Deputy Executive
Contractor's / Agency Name:	Hellmuth, Obata, and Kasabaum, Inc. (HOK)
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? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): #19-76    Contract Cost Center: 345100	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" 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 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): \$ 629,694 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 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: _____	
The Firm will develop a Whatcom County Public Health, Safety, and Justice Facility Needs Assessment.	
Term of Contract: 1 year	Expiration Date: December 31, 2020

Contract Routing:	1. Prepared by: th/ts	Date: 01/17/2020
	2. Attorney signoff: <u>CO</u>	Date: <u>1/21/2020</u>
	3. AS Finance reviewed: <u>Deanna</u>	Date: <u>1/17/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>3-2-20</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>1-21-2020</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>1-28-2020</u>
	8. Executive signed: _____ ✓	Date: <u>3-4-2020</u>
	9. Original to Council: _____ ✓	Date: <u>3-18-2020</u>

COUNTY ORIGINAL

Whatcom County Contract No.

202001020

CONTRACT FOR SERVICES
Between Whatcom County and Hellmuth, Obata & Kassabaum, Inc. (HOK)
for the development of a
Whatcom County Public Health, Safety and Justice Facility Needs Assessment

HOK, hereinafter called Firm, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9,
Exhibit A (Scope of Work), pp. 10 to 12,
Exhibit B (Compensation), p. 13 to 15,
Exhibit C (Certificate of Insurance), p. 16,
Exhibit D (Schedule and Engagement Plan), p. 17,
Exhibit E (Preliminary Public Engagement Plan), p. 18 to 19.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence following the issuance of a notice to proceed, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31 day of, December, 2020.

The general purpose or objective of this Agreement is to develop the Whatcom County Public Health, Safety and Justice Facility Needs Assessment, as more fully and definitively described in Exhibit "A" Scope of Work, hereto. The language of Exhibit "A" controls in case of any conflict between it and that provided here.

The maximum consideration for this contract shall not exceed \$629,694 as further described in Exhibit "B", Compensation. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Firm acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 2nd day of March, 2020.

FIRM:

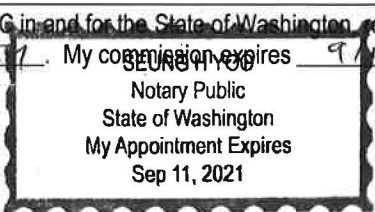
Hellmuth, Obata & Kassabaum, Inc.

[Signature]
Todd Buchanan, Principal

STATE OF WASHINGTON )
COUNTY OF KING ) ss.

On this 2nd day of March, 2020, before me personally appeared Todd Buchanan to me known to be the Principal (title) of Hellmuth, Obata & Kassabaum Inc (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at KING County, My commission expires 9/11/21



**WHATCOM COUNTY:**

Recommended for Approval:

[Signature] 3/3/2020  
Department Director Date

Approved as to form:

[Signature] 1/21/2020  
Prosecuting Attorney Date

**Approved:**

Accepted for Whatcom County:

By: [Signature]  
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF WHATCOM )

On this 4th day of March, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 12-31-22.

**FIRM INFORMATION:**

Hellmuth, Obata & Kassabaum, Inc.  
Todd Buchanan  
Principal  
  
Address:  
1218 Third Avenue, Suite 1315  
Seattle, WA 98101 Contact Name: Todd Buchanan  
  
Contact Phone: 206-493-1771  
  
Contact FAX: 206-493-1778  
  
Contact Email: todd.buchanan@hok.com  
  
Mailing Address:  
Same

## GENERAL CONDITIONS

### **Series 00-09: Provisions Related to Scope and Nature of Services**

#### 0.1 Scope of Services:

The Firm agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement. The intent of the condition of the Building Envelope report will allow the evaluation team will meet with the County and make recommendations. The County will decide if further testing and investigation is required to sufficiently determine the condition of the various materials and exterior finishes and whether they should be noted for repair or replacement in the Phase II design documents if Phase II is agreed upon. If the determination of no further testing is necessary, the evaluation team will move to the Written Evaluation phase. A change order credit will be issued against the original contract; see Exhibit "B" Compensation.

#### 0.2 Standard of Care:

Firm has a duty to perform services within the Agreement with reasonable standards of care, skill, diligence ordinarily required of other design professionals performing the same or similar services on projects of similar size and complexity, the ("Standard of Care").

### **Series 10-19: Provisions Related to Term and Termination**

#### 10.1 Term:

Services provided by Firm prior to or after the term of this contract shall be performed at the expense of Firm and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties. The intent of the report is to include all items necessary for the proper execution and completion of the Project; However, any item or details not specifically mentioned in the specifications or shown on the drawings, but which is necessary to produce the intended results shall be included.

#### 10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year at a time, and for a total of no longer than three years.

#### 11.1 Termination for Default:

If the Firm defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Firm in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Firm's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Firm shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Firm. The Firm shall bear any extra expenses incurred by the County in completing the work, including all reasonable increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default. The Firm may terminate this agreement with seven (7) days written notice, for cause or County's breach of contract. Firm shall be entitled to compensation for services provided up to the termination data and any reasonable costs incurred to terminate this agreement.

#### 11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this 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 programs 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 provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

#### 11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Firm shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or

uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

11.4 Force Majeure:

"Force Majeure" means any event that causes a failure of or delay in performance of a party's obligation under the contract to the extent is beyond the reasonable control of the party claiming to be affected, including fire, flood, earthquake, acts of God or similar cataclysmic occurrences, abnormally inclement weather conditions, labor disputes, explosion, act of war, civil unrest, terrorism, riots, utility shortages or interruptions, and provided such failure or delay could not have been reasonably anticipated and prevented by reasonable precautions on the part of the party claiming to be affected.

**Series 20-29: Provisions Related to Consideration and Payments**

20.1 Accounting and Payment for Firm Services:

Payment to the Firm for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Firm for any costs or expenses incurred by the Firm in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Firm, to be paid within thirty (30) days of receipt of detailed invoice incorporating the required information specified within this article, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Firm understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Firm authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Firm will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Firm to make the necessary estimated tax payments throughout the year, if any, and the Firm is solely liable for any tax obligation arising from the Firm's performance of this Agreement. The Firm hereby agrees to indemnify the County against any demand to pay taxes arising from the Firm's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Firm must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Firm's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

23.1 Labor Standards:

The Firm agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 Independent Firm:

The Firm's services shall be furnished by the Firm as an independent Firm, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Firm as an independent Firm.

The Firm acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Firm is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Firm represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Notwithstanding the preceding, the County and Firm agree that the following services will constitute additional services that may require additional compensation: (a) changes in County requirements, instructions, approvals; (b) revisions of codes, laws, regulations after services have commenced; (c) material change in project size, schedule, budget; and (d) any other circumstances beyond Firm's reasonable control.

Firm will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, reasonable attorneys' fees or costs incurred by reason of claims or demands to the extent such settlements, judgments, setoffs, reasonable attorneys' fees or costs has been adjudicated to have occurred because of Firm's negligence under provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Firm. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Firm shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Firm or any employee of the Firm or any subFirm or any employee of any subFirm by the County at the present time or in the future.

31.1 Ownership of Items Produced:

When the Firm creates any copyrightable materials or invents any patentable property, the Firm may copyright or patent the same, but provided the Firm has received payment for the work completed, the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Firm further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon written request.

When the Firm creates any copyrightable material or invents any patentable property, the Firm shall retain the intellectual property right, including copyright or patent, to the same, but the County shall, provided the Firm has received payment for the work completed, upon execution of the Agreement be granted nonexclusive license to reproduce, publish, recover, or otherwise use the material or property for the purposes of maintaining, remodeling, altering, or adding to the existing structures that are the focus of the Project, subject to the County's performance of its obligations under this Agreement available to the County upon request. This license shall continue beyond termination of this Agreement, provided all monies due under this Agreement have been paid.

The documents are project-specific and are not intended for reuse on other projects. Should the County use the documents produced under this Agreement for the purposes of maintaining, remodeling, altering, or adding to the existing structures that are the focus of the Project without retaining Firm, the County releases Firm, to the extent permitted by law, agrees to indemnify, defend and hold harmless Firm and its consultant(s) from all costs and expenses, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the County's use of the Project Documents under this Section 31.1.

31.2 Patent/Copyright Infringement: Not Applicable.

32.1 Confidentiality:

The Firm, its employees, sub-Firms, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Firm in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Firm shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Firm shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Firm's breach of this provision.

33.1 Right to Review:

This Firm is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with written notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Firm shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon written request. Firm also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or

governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Firm, then the Firm agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Firm shall carry for the duration of this Agreement general liability, property damage, commercial automobile, and professional liability insurance with the following minimums:

- Property Damage per occurrence - \$500,000.00
- General Liability & Property Damage for bodily injury- \$1,000,000.00 )
- Commercial Automobile Insurance per occurrence - \$1,000,000.00

A Certificate of insurance, that also identifies the County as an additional insured for General Liability and Commercial Automobile Insurance, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

Professional Liability - \$1,000,000 per occurrence:

If the professional liability insurance is a claim made policy, and should the Firm discontinue coverage either during the term of this contract or within three years of completion, the Firm agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Firm expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Firm. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Firm agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Firm, its subFirms, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Firm, its subFirms, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Firm, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Firm shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Firm is governed by such laws, the Firm shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or

advertisements for employees placed by them or on their behalf, the Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color religion, sex or national origin.

The foregoing provisions shall also be binding upon any sub-Firm, provided that the foregoing provision shall not apply to contracts or sub-Firms for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Firm shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:

Firm irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and Firm further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Firm or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Firm shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Firm to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Firm also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Firm hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Executive's Office  
Whatcom County  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225  
(360) 778-5205

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Firm to the County's Administrative Officer under this Agreement. Notice to the Firm for all purposes under this Agreement shall be given to the address provided by the Firm herein above in the "Firm Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Firm's Status under State Law:

Firm certifies that it has fully met the responsibility criteria required of public works Firms under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Firm further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.



The Firm also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Firm and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Firm agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Firm shall immediately notify Whatcom County if, during the term of this Contract, Firm becomes debarred.

**Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes**

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Firm and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Firm shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Firm has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Firm believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Firm shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Firm shall not be entitled to claim any such additional compensation, or extension of time, unless within ninety (90) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Firm has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this

Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, , but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3 , 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

46.1 Waiver of Consequential Damages:

County and Firm mutually waive all rights against each other for consequential damages of every kind resulting from the performance or non-performance of this Agreement or in any way related to the project. Consequential damages include, by way of example and not limitation, damages resulting from loss of use, delay, profit, financing, future business, rent and reputation; hold over costs; and other speculative damages not directly caused by the negligence or breach of contract of a party to this Agreement. Subject to this waiver, Firm's total aggregate liability to County for any and all damages resulting from this Agreement and the project will never exceed the maximum sum of Two Million and No/100 United States Dollars (USD 2,000,000.00).

**EXHIBIT "A"**  
(SCOPE OF WORK)

**Program Description**

Whatcom County recognizes the need for a new jail facility to provide a safer, more secure, and healthier environment for those who work, visit, and are incarcerated within the public safety/justice facility. Additionally, the County seeks to better understand the behavioral health needs within the jail and throughout the broader community. Understanding the near and long term physical and programmatic needs of the County's justice facility will assist policy makers in decisions regarding future funding for programs and facilities. The needs assessment will analyze existing behavioral health programs and identify gaps in funding and programs offered. The final report will document a robust community engagement effort and quality feedback from the public that informs the needs assessment and recommendations.

**GENERAL APPROACH**

- High level of engagement
- Principal consultants as part of the Whatcom team
- Best practices and evidence-based programs and design – including national trends
- Recognition of the positive steps taken by Whatcom to address justice issues
- Clear articulation of local issues leading to solutions that work for Whatcom
- Increase public safety, control costs, improve outcomes that reduce recidivism
- Focus on behavioral health needs and programs – in the jail and community

**PUBLIC OUTREACH**

- Very extensive public outreach program and open, transparent process leading to a consensus of stakeholders
- Develop a community-shaped and community-supported project that can move forward
- Schedule target group meetings strategically so that their knowledge and perspectives shape the direction of the project
- Commit to reaching a representative group of the County residents
- Document feedback consistently to build a comprehensive and transparent view of the process
- Ensure participants understand how their feedback has been incorporated into the project
- Assess the level and source of feedback early and often--if groups are not represented, employ targeted methods to reach those residents
- Establish regular communication methods and use them consistently
- Use clear, simple graphics and direct language to ensure effective participation from a wide variety of voices

## PHASE 1: NEEDS ASSESSMENT APPROACH

- Define numbers and types of detainees – security levels, lengths of stay, and needs (health, behavioral health, criminogenic factors) that must be addressed with programs and services.
  - Population management as key goal – who needs to be incarcerated and who can safely and appropriately be diverted from custody or released more expeditiously
  - Help answer the question: “who should be legally required to be in jail?”
  - Data-driven – with thoughtful interpretations
  - Focus on behavioral health issues and solutions – in-custody and in the community; look for gaps that need to be filled
- Engage stakeholders in programming workshops
- Review state-of-the-art/evidence-based jail designs & programs (slide show tour)
- Space needs based on operational decisions
- Assessment of existing jail – physical fabric, space allocations, fitness for modern operations, staffing costs
- Look for improvements and additional alternatives that will reduce recidivism and improve rehabilitation – work with IPRTF and build on their achievements
- Consider a wide range of options/scenarios for projections, estimating impacts of system changes
- Use baseline projections that demonstrate recent growth continuing through the planning period
- Quantify the impacts of alternative programs and policies on jail demand.
- Select interventions with community input and consensus among stakeholders
- Ensure community needs for treatment of behavioral health and substance use disorders are addressed
- Results will include specific housing allocations with spaces for appropriate programs and setting types
- Take into account input from public outreach
- Clear, sensible proposals that can be implemented in Whatcom County

## PUBLIC OUTREACH

- Build a foundation for further outreach through staff and stakeholder interviews
- Charter a SAC that represents the community's interests and will be a valuable resource for reaching a representative public
- Educate the community about the range of perspectives on this project

## DELIVERABLES

- Draft Needs Assessment Summary Report
  - Existing Jail analysis report
- Evidence Based Design presentation
- Draft Needs Assessment Summary Report
- Public Engagement Plan

## PHASE 2: ALTERNATIVES AND DESIGN

- Objective assessment of site options:
  - Single site? Two sites?
  - Potential reuse of existing site?
  - Downtown or elsewhere?
  - Examine option to continue use of jail work center
- Examine all costs & benefits, pros & cons of options (SWOT analysis: Strengths, Weaknesses, Opportunities, and Threats)
- Engage the public in reviewing options

- Implement design concepts that provide a therapeutic treatment and rehabilitation environment

### **PUBLIC OUTREACH**

- Instill in participants and target groups appreciation for the complexity of this project's needs, constraints, and options
- Host a SAC meeting

### **DELIVERABLES**

- Draft Phase 2 Report
  - Projections
  - Conceptual design options
  - Operational budget
- Final Phase 2 Report
- Public Engagement Plan

### **PHASE 3: DEVELOP CONCEPTUAL DESIGN**

- Develop conceptual design options
- Conduct workshops
  - Estimate anticipated staffing levels and costs including behavioral and medical health staffing
  - Develop operational budget
  - Evaluate designs with respect to surroundings
  - Evaluate single vs. campus design, pros and cons of separate or connected facilities for:
    - Sheriff's office headquarters
    - Behavioral health services
    - Administrative space
    - Assess land use, traffic impact, and site access
  - Determine LEED objective and complete checklist
  - Phase 3 report
    - Draft Phase 3 Report
    - Conduct A review Meeting
    - Final Phase 3 Report Issued

### **PUBLIC OUTREACH**

- Host a series of small pop-ups to established events and locations
- Host a SAC meeting
- Listen to the community and target groups in shaping the final recommendations

### **DELIVERABLES**

- Draft Phase 3 Report
  - Conceptual design options
  - Operational budget
  - LEED Checklist
- Final Phase 3 Report
- Public Engagement Plan

**EXHIBIT "B"**  
**(COMPENSATION)**

As consideration for the services provided pursuant to Exhibit "A", Scope of work the county agrees to compensate the Firm based on subtask completed as identified in fee proposal below. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed at actual cost times a factor of 1.1. Mileage and per diem will be allowed at current federal government allowable rates. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Other expenditures such as printing, postage and telephone charges shall be reimbursed at actual cost times a factor of 1.1. Reimbursable expenses are subject to county approval and shall not exceed \$60,000.

The initial term of this agreement through Phase I and Phase II shall not exceed \$343,214, including reimbursables. Phase III may commence with written agreement from the County during the term of this agreement and shall not exceed \$68,705, including reimbursables. The Public Engagement Plan (outlined in Exhibit "E" shall commence upon receipt and mutual agreement of the Firm's proposed public engagement plan (for each phase of the Needs Assessment and shall not exceed \$157,775 for a total contract amount of \$629,694.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Firm's expense.

All invoices and billings should include the contract number and be addressed to the County Project Manager:

Tyler Schroeder, Deputy Executive  
Whatcom County Executive Office  
311 Grand Avenue, Suite 108  
Bellingham, WA 98225



**Whatcom County – Public Health, Safety, and Justice Needs Assessment**

**FEE PROPOSAL**

17-Jan-20

Task Description	Cost per Task
<b>PHASE ONE: BEHAVIORAL HEALTH AND PUBLIC SAFETY NEEDS ASSESSMENT</b>	
<b>Task 1: Vision Setting and Project Planning Development</b>	
1.1 Background Info/Review Prior Studies	\$8,340
1.2 Project Kickoff Meeting	\$14,860
1.3 Interviews	\$11,645
2.1.4 Justice & Correctional System Trends	\$8,190
2.1.5 County Population Trends	\$8,355
2.2.3 State Law and Policy Considerations	\$7,575
3.2 Jail Options and Space	\$14,040
4.0 Capital and Operating Costs	\$2,990
1.4 Project Administration	\$10,940
Task 1 Subtotal Hours	433
Task 1 Subtotal Cost	<b>\$93,935</b>
<b>Task 2: Needs Assessment</b>	
<u>2.1 Data Collection and Analysis</u>	
2.1.1 Program Survey & Best Practices Review	\$4,920
2.1.2 Profile Offender Populations	\$9,300
2.1.3 Intake and Release Study	\$9,300
2.1.6 Alternative Placement Study	\$7,170
2.1.7 Briefing Paper	\$13,260
2.1.8 Review Meeting	\$9,015
<u>2.2 Jail &amp; Behavioral Health Capacity Projections</u>	
2.2.1 Develop Baseline Projections	\$8,095
2.2.2 Identify Alternatives & Policy Changes	\$7,855
2.2.4 Briefing Paper	\$6,645
2.2.5 Review Meeting	\$8,710
2.2.6 Develop Final Projections	\$7,000
<b>Impact Analysis</b>	
2.3 Financial Asset Mapping	\$5,175
2.4 Evidence-Based Behavioral Health Practices	\$7,080
2.5 Space Requirements	\$6,900
2.6 Justice System Impacts	\$8,670
<u>2.7 Needs Assessment Summary Report</u>	
2.7.1 Draft Needs Assessment Summary Report	\$29,270
2.7.2 Review Meeting	\$12,915
2.7.3 Final Needs Assessment Summary Report	\$20,410
Task 2 Subtotal Hours	883
Task 2 Subtotal Cost	<b>\$184,490</b>
Phase One Subtotal Hours	<b>1,363</b>
Phase One Subtotal Cost	<b>\$278,425</b>

Task	Description	Cost per Task
<b>PHASE TWO: ALTERNATIVES AND DESIGNS</b>		
<u>Task 3.0 Master Plan and Space Program</u>		
	3.1 Functional & Design Reqmts Workshops	\$30,465
	5.0 Financing Strategies	\$17,415
	6.0 Site Considerations	\$8,510
	<u>6.1 Phase 2 Report</u>	
	6.1.1 Draft Phase 2 report	
	6.1.2 Review Meeting	
	6.1.3 Final Phase 2 report	
	Phase Two Subtotal Hours	<b>304</b>
	Phase Two Subtotal Cost	<b>\$64,790</b>
<b>PHASE THREE: DEVELOP CONCEPTUAL DESIGN</b>		
	7.0 Develop & Evaluate Options (w/ Workshops)	\$17,555
	8.0 Estimate Staffing Levels	\$2,950
	9.0 Operational Budget	\$2,950
	<u>10.0 Phase Three Report</u>	
	10.1 Draft Phase Three Report	\$13,400
	10.2 Review Meeting	\$8,880
	10.3 Final Phase Three Report	\$8,970
	Phase Three Subtotal Hours	<b>303</b>
	Phase Three Subtotal Cost	<b>\$68,705</b>
<b>ACROSS PHASES: PUBLIC ENGAGEMENT</b>		
	11.0 Target Audience	\$81,500
	12.0 Communications Tools	\$62,200
	13.0 Evaluation of Efforts	\$11,274
	Public Engagement Subtotal Hours	<b>987</b>
	Public Engagement Subtotal Cost	<b>\$157,774</b>
	<b>TOTAL FEE</b>	<b>\$569,694</b>

**Hours** **2,910** Total Labor Hours

**Labor Fee** **\$569,694** Total Labor \$

\*\*All expenses are reimbursable, subject to county approval, not to exceed \$60,000 for the entire project.



**EXHIBIT "C"**  
(CERTIFICATE OF INSURANCE)

Client#: 25176

HOKGROUP

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/10/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).**

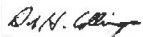
<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A.C. No. Ext):</b> 770-552-4225 <b>FAX (A.C. No.):</b> 866-550-4082 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : National Fire Ins of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Ins of Hartford	20478	INSURER B : The Continental Insurance Company	35289	INSURER C : Lloyds of London	085202	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
<b>INSURED</b> HOK Global Coverage 10 South Broadway Suite 200 Saint Louis, MO 63102														

**COVERAGES**      **CERTIFICATE NUMBER: 19-20**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6072906715	12/15/2019	12/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6072906729	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF. <input checked="" type="checkbox"/> RETENTION \$10,000			6072906763	12/15/2019	12/15/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>Professional Liab</b>			B0146LDUSA1903767	12/15/2019	12/15/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> For Proposal Only	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Exhibit "D"**  
**(Schedule and Engagement Plan)**

# Schedule + Engagement Plan

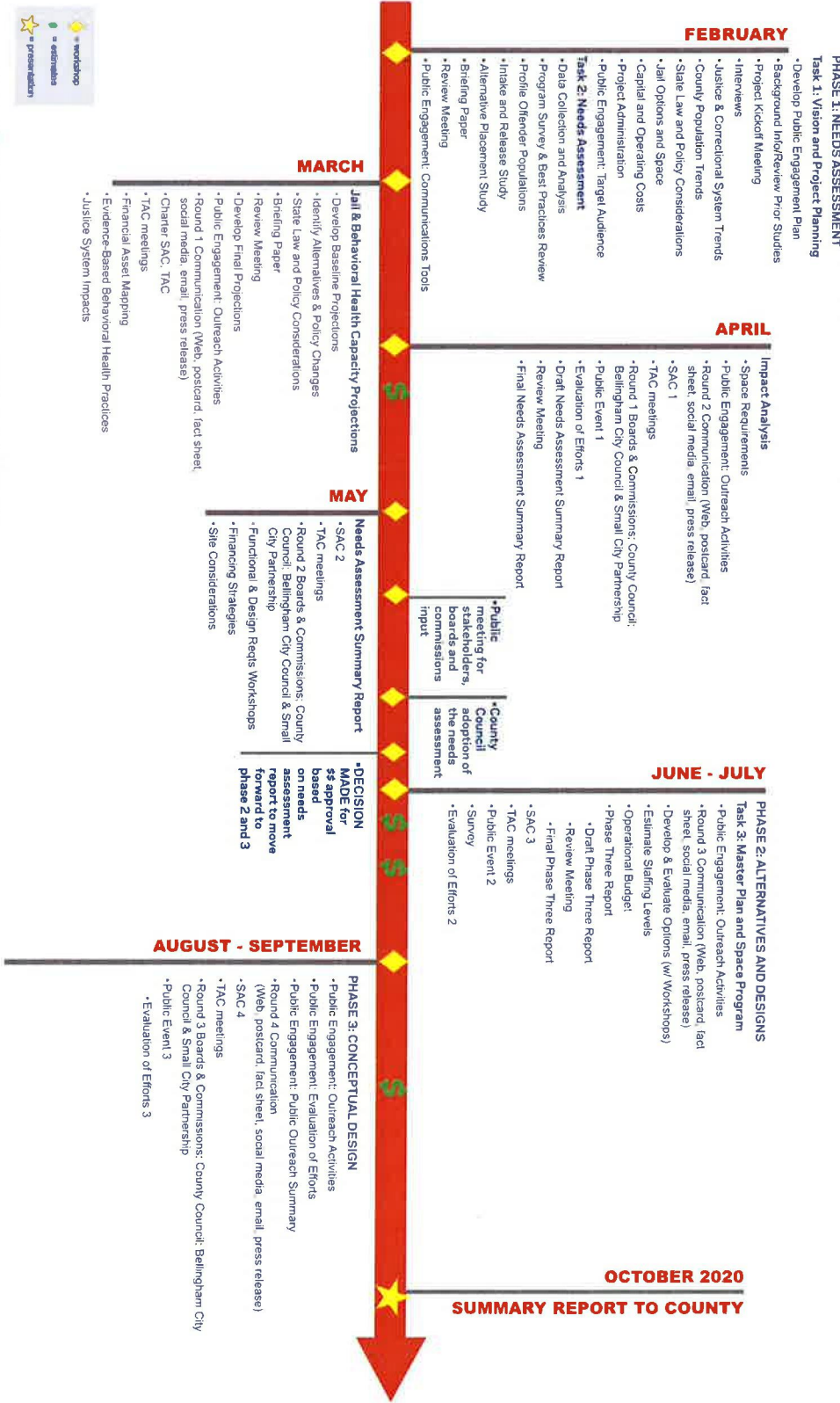


Exhibit "E"  
(Preliminary Public Engagement Plan)

**This Public Engagement Plan has been reviewed by the consultant and will be the framework of the plan accepted by the County. Modifications can be made prior to the firm and County agreeing on the Public Engagement Plan by phase or across all phases.**

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## **Public Engagement**

A critical element of completing the needs assessment is reaching out to community stakeholders in order to build awareness about the study, understand public preferences, and utilize feedback to guide the direction of the final report. The public outreach process should develop champions in the community to support the final report recommendations including programs, facilities, and funding. The project team's target audience includes local government agencies, advocacy groups and non-profits, residents, people involved in the judicial system, and business owners. Whenever possible, the team should seek opportunities to meet people at convenient times and locations, going beyond a traditional community meeting, and provide avenues through which stakeholders can actively obtain information about the project, provide feedback, and ask questions.

To provide a consistent source of information to the public for this project, the consultant team will rely on a County project manager to distribute information about the project to the public and stakeholders. The County project manager will also be the point of contact for questions and comments from the public and stakeholders. The consultant team will develop all communications material for the project including draft and final deliverables, meeting presentations, and meeting agendas, meeting summaries, including all materials appropriate for distribution via the web. The County project manager and County staff on the Technical Advisory Committee (TAC) will approve all materials prior to distribution.

The consultant team will work with the County at the beginning of the project to refine and confirm a Public Engagement Plan (PEP). The overall objectives of the PEP are to reach a broad range of stakeholders to engage them in a comprehensive discussion about their criminal justice and behavioral health priorities for the community. The Public Engagement Plan (PEP) will contain guidelines about target audiences and tools for communication, including but not limited to more specific details on the following:

1. **Target Audience:** The consultant team will work with the following groups to provide project information, solicit feedback, and cultivate champions for the project:
  - a. Technical Advisory Committee (TAC): A core group of approximately 15 County staff members will serve on the TAC. Their main role will be to provide information to facilitate the work of the consultant team (such as data, previous plans, etc.) and review all materials prior making them public. The TAC will meet every two weeks throughout the project, or as needed to prepare adequately for project tasks and approve materials prior to distribution.
  - b. Stakeholder Advisory Committee (SAC): The SAC will be made up of approximately 25 members including criminal justice and behavioral health professionals, elected officials, non-profit agencies, advocates, and other key stakeholders as identified by County. The SAC will provide key direction on the development of the study and meet approximately four (4) times over the course of the project. The consultant will facilitate/lead the meetings, provide all meeting materials and activities, and provide agendas and meeting summaries. Consultant will make minor modifications to SAC Meeting presentations for use by County staff, SAC member, and or elected officials to present information to the community.
  - c. Boards and Commissions: Board and commission members will be informed about project progress, asked for feedback and direction, and engaged in the distribution of information to their communities. The consultant team will work with the following Whatcom County boards and committees:
    - Incarceration Prevention and Reduction Task Force
    - Behavioral Health Advisory Committee
    - Public Health Advisory Board

Consultant team will provide support to County staff or SAC members or others that provide updates to these Boards.

- d. **County Council:** Project updates will be provided to the County Council. The consultant team will present to the County Council at 3 key milestones of the project to provide updates on project progress and solicit feedback and direction.
    - Results of the Needs Assessment (Phase 1)
    - Review of preliminary recommendations (Phase 2)
    - Draft findings and report (Phase 3)
  - e. **Bellingham City Council and Small City Partnership:** The consultant team will coordinate with the Bellingham City Council and the Small City Partnership to solicit feedback early in the process and after a draft report is developed. The effort will include approximately 3 meetings.
  - f. **Public:** The consultant team will coordinate with the County project manager to distribute information to the public and solicit feedback through a variety of tools and techniques.
- 2. Communications Tools:** The consultant team will use a variety of outreach tools, including but not limited to the following:
- a. **Outreach Materials:** The consultant team and the County will work collaboratively on all outreach materials. The consultant team will generate designs and provide materials. The County will review all materials prior to public distribution. All materials should have a consistent graphic design. Outreach materials will include:
    - Project webpage content, including FAQs, (hosted on County website)
    - Project fact sheet
    - Outreach Packet: social media and newsletter blurbs with images for outreach
    - Email blast content (distributed by the County)
    - Survey/Project informational outreach postcard
    - Survey Results Summary Sheet
    - Public Outreach Summary Report
    - Press releases
    - Presentations for stakeholder meetings
  - b. **1-on-1 Interviews:** The consultant team will conduct 1-on-1 interviews with elected officials and other key community leaders to solicit feedback on the project and the community's criminal justice and behavioral health needs. In addition, the consultant will interview current providers of medical, mental health and substance use disorder services. The consultant will conduct approximately twelve (12) 1-on-1 interviews.
  - c. **Online Survey:** The consultant team will develop an online survey to build awareness of the study and understand priorities related criminal justice and behavioral health needs in our community. The online survey will be hosted by the consultant team and advertised by the County. The County, Board members, SAC members, and other stakeholder agencies will promote the project and survey through social media platforms (Facebook, Twitter) and newsletters. The survey will run for 3-4 weeks. A summary document of survey responses will be posted on the project webpage and included as a chapter in the final report.
  - d. **Email Sign Up and Email Blasts:** An email contact list will be developed for this project. The consultant team will provide the County email address sign ups from all the events and presentations. The consultant team will draft email blasts for the County to distribute at key intervals in the project.
  - e. **Public Events:** Public events will take place at key points in the project, approximately 4 events. At these events, the consultant team will present on the progress of the plan and provide a variety of interactive ways to gather feedback from attendees. To the extent possible, public events should be held in coordination with other community events. The PEP should prioritize going to where people are (large community events), rather than holding special project specific events and asking the public to attend.

**Evaluation of Efforts:** Specific techniques will be evaluated by the consultant team at key intervals. For example, the consultant will review survey response numbers and emails in the project contact list and identify additional outreach methods to increase numbers if needed. The consultant will also review feedback received on the survey and at public events, and evaluate how respondent demographics compare to those of the county as a whole. In addition, the project team will document overall outreach success in numbers of people reached through the process and various outreach elements. A summary chapter on public engagement will be provided as part



## MEMORANDUM

**TO:** Whatcom County Executive Satpal Sidhu  
Whatcom County Council

**FROM:** Tyler Schroeder, Deputy Executive *TS*

**RE:** Contract with Hellmuth, Obata & Kassabaum, Inc. (HOK)

**DATE:** January 17, 2020

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Attached Enclosed is a contract between Whatcom County and Hellmuth, Obata & Kassabaum, Inc. (HOK) for the purposes of developing a Public Health, Safety and Justice Facility Needs Assessment.

▪ **Background and Purpose**

Resolution 2019-036 unanimously approved by Council adopted a statement of public health, safety, and justice facility planning principals for Whatcom County and Resolution 2019-063 established the Stakeholder Advisory Committee for the Public Health, Safety and Justice Facility Needs Assessment. Efforts have been refocused to both improving existing jail facilities and developing a more integrated approach to behavioral health and public safety facilities.

The 2019-036 resolution identifies a need to plan for a criminal justice system that is built to address the root causes of incarceration and designed with rehabilitation as the goal. It acknowledges a desire to prioritize community-based preventative services, maximize successful re-entry, and minimize recidivism. It identifies a need to focus on reducing demand for jail by investing in behavioral health services. Additionally, the County Council identified a desire for a potential ballot initiative.

On September 10, 2019, Councilmember Barry Buchanan, the Executive's Office, the Sheriff and the Health Department presented to the Council Criminal Justice and Public Safety Committee a further developed task list to complete a behavioral health and criminal justice needs assessment and design concepts for a new facility, all with broad participation from the public. In October 2019, Whatcom County published Request for Proposal #19076 for public services for the development of a Public Health, Safety and Justice Facilities Needs Assessment.

HOK, Inc. has been selected and have committed to preparing a needs assessment that incorporates a robust and public engagement component throughout a phased approach;

Phase I – Behavioral Health and Public Safety Needs Assessment

- Background Review of past info and studies
- Jail Options and Space

- Capital and Operating Costs
- Program Survey and Best Practices Review
- Justice & Correctional System Trends
- Jail and Behavioral Capacity Projections
- Evidence Based Behavioral Health Practices
- Space Requirements
- Final Needs Assessment Report

Phase II - Alternatives and Designs

- Functional & Design Workshops
- Financial Mapping and Strategies
- Site Selection and Considerations

There will be a Public Engagement Plan developed to be implemented across all phases.

In general, Phase I and II will:

- Identify universal criminal justice and behavioral health system needs
- Determine the viability of current facilities and possible location(s) and size of new facilities
- Explore treatment and diversion for the mentally ill and substance abusers
- Prepare a financial model and long-term cost analysis
- Develop a communications plan for the citizens of Whatcom County

The successful completion of Phase I and II will determine the scale and scope of Phase III which includes the development of a conceptual design and additional public outreach.

▪ **Funding Amount and Source**

Funding for this Needs Assessment will be through the Health, Safety and Justice Facility Fund formerly known as the New Jail Fund.

▪ **Differences from Previous Contract**

No previous contract

Please contact Tyler Schroeder, Deputy Executive, at extension 5207, if you have any questions or concerns regarding the terms of this agreement.

Encl.