

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

202202011

Originating Department:	Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Ann Beck
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 <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	
Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Is this contract the result of a RFP or Bid process?	Contract Cost Center:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, RFP and Bid number(s):	

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	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.
\$ 0	
This Amendment Amount:	
\$	
Total Amended Amount:	

Summary of Scope: This Agreement outlines commitments between the City of Bellingham and Whatcom County to operate severe winter shelters for those without homes and for those that are restricted or not comfortable utilizing other shelter options.

Term of Contract:	3 Months	Expiration Date:	03/31/2022
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Contract Routing:	1. Prepared by:	COB	Date:	1/24/2022
	2. Attorney signoff:	RB	Date:	01/24/2022
	3. AS Finance reviewed:	M Caldwell	Date:	01/24/2022
	4. IT reviewed (if IT related):		Date:	
	5. Contractor approved:		Date:	
	6. Submitted to Executive:	JT	Date:	02/09/2022
	7. Council approved (if necessary):	AB2022-075	Date:	02/08/2022
	8. Executive signed:	✓	Date:	<u>2-10-22</u>
	9. Original to Council:		Date:	

**MEMORANDUM OF UNDERSTANDING FOR  
SEVERE WEATHER SHELTER / WINTER RESPONSE 2022  
CITY OF BELLINGHAM - WHATCOM COUNTY**

Whatcom County Contract Number

202202011

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

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

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

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

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

**3. Daytime Warming Center:**

Lead Agency: City of Bellingham

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

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

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

**4. Overnight Severe Weather Shelter:**

Lead Agency: Whatcom County

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

Location: Depot Market Square.

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

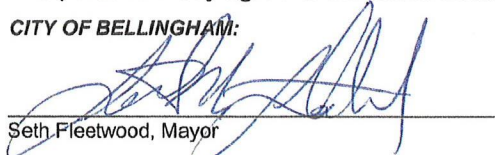
- 5. Cost Sharing:** The designated Lead Agency is responsible for covering all operating costs of their respective shelter. In the event the County wishes to utilize a City-owned facility and the City agrees, the City shall not charge the County a use or lease fee nor will it charge for water, sewer,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

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

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

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

**CITY OF BELLINGHAM:**

  
Seth Fleetwood, Mayor

2/11/22  
Date

**WHATCOM COUNTY:**

  
Satpal Singh, Whatcom County Executive

2/10/22  
Date

**APPROVED AS TO FORM:**

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

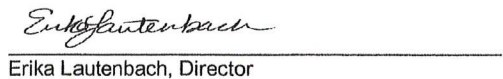
01/24/2022  
Date

**APPROVED AS TO PROGRAM:**

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

01/24/2022  
Date

**APPROVAL AS TO DEPARTMENT:**

  
Erika Lautenbach, Director

02/09/2022  
Date



## SEVERE WEATHER SHELTERS

### Guiding Assumptions:

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

**LICENSE AND EMERGENCY AUTHORIZATION TO USE CITY FACILITIES  
WHATCOM COUNTY  
1100 RAILROAD AVENUE**

The CITY OF BELLINGHAM, a Washington municipal corporation ("City") whose address for notices is 210 Lottie St., Bellingham, WA 98225, for and in consideration of Licensee's compliance with the conditions set forth herein, hereby grants to Whatcom County, a Washington municipal corporation ("Licensee") whose address for notices is 311 Grand Avenue Bellingham, WA 98225, a revocable, non-exclusive license ("License") to enter and use City-owned real property only for the purposes set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensed Premises. The licensed premises is located at 1100 Railroad Avenue, Bellingham, Whatcom County Parcel #380330145032 and is depicted on Exhibit A attached hereto ("Licensed Premises").

2. License Term and Termination. This License is hereby issued pursuant BMC 20.15.100(A)(3) by the City to Licensee to operate an emergency severe weather shelter at 1100 Railroad Avenue and will become effective when: (1) it is fully executed by both parties; and (2) the City has completed all site preparation (the Effective Date). The City's building official and fire marshal and the Whatcom County Health Department find that the proposed temporary location poses no threat to human life, health, or safety. No guests will be allowed until the Effective Date. The License shall expire on March 31, 2022 (the Expiration Date), unless terminated sooner. The City may terminate this License for cause (breach of any provision of this License) if Licensee fails to cure any default within ten (10) days of receipt of written notice of such default. The City may terminate this license for convenience on thirty (30) days written notice. Notwithstanding the foregoing, any violation of the conditions listed in section 9 hereof may result in immediate termination of this License. Licensee shall immediately inform its guests of all such terminations. By 5:00 p.m. on the effective date of termination, Licensee shall remove any and all materials located on the Licensed Premise related to the severe weather shelter unless placed on the Licensed Premise by the City. In the event Licensee fails to remove any such materials, the City reserves the right to remove them immediately. Costs associated with removal and any subsequent storage will be at the expense of Licensee. Prior to removal, the City will provide twenty-four (24) hour written notice to Licensee. Email is sufficient for written notice.

3. Permitted Use. Once the site is fully operational, Licensee may use the Licensed Premises only for the operation and management of the severe weather shelter to serve a maximum number of individuals not greater than the number allowed pursuant to the occupancy limit ("Guests"), social and health services and overnight shelter or other uses as authorized by Whatcom County. Licensee agrees to keep the Licensed Premises in a neat and clean condition,

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any manner that may create a nuisance. Firearms and/or other weapons are prohibited on the Licensed Premises. Registered sex offenders and people who are required to register as a sex offender will be prohibited from the Licensed Premises.

4. City's Right to Bar Guests. The City has the right to issue trespass notices to Licensee's Guests and thus bar them from entry to the Licensed Premises if they fail to comply with any applicable criminal codes or laws.

5. Responsibilities of City. The City shall provide the following:

- 5.1 The facility located at 1100 Railroad Avenue;
- 5.2 Power, garbage, water, and sewer services;
- 5.3 Exterior site lighting that will be active during hours of darkness.

6. Responsibilities of Licensee. It is the sole responsibility of Licensee to operate the severe weather shelter, including, among other requirements in this License:

6.1 No fewer than one staff member, which shall be either Licensee's staff members or designated contractor staff or trained volunteers, must be physically present at Licensed Premises at all times during the hours of operations (7:00 p.m. to 9:00 a.m.) for the duration of the License. The staff member shall serve as site manager and supervise the operation of the shelter. The site manager is the primary point of contact for public safety and emergency services and shall address day-to-day operational issues as they arise. A complete listing of all staff members who will serve as a site manager shall be submitted to the City before occupancy. Licensee shall ensure that site managers are made aware of their duties, receive training defined by Whatcom County for a severe weather shelter and understand to call 9-1-1 in an emergency.

6.2 Licensee shall ensure that any damage to the Licensed Premises caused by Guests through either negligence, intentional abuse, accident beyond normal use is repaired.

6.3 Licensee, and Guests shall comply with all health and safety regulations promulgated by local, state, or federal authorities, specifically including all COVID-related gathering limits and mask mandates.

6.4 Licensee will provide custodial services, including bathroom maintenance.

6.5 Licensee shall insure that there are no open flames, unvented fuel-fired heaters (i.e. propane heaters), or cooking operations which produce grease-laden vapors.

7. No Disposal of Wastewater. Under no circumstances may wastewater be discharged directly to the ground or into a stormwater conveyance.

8. Prohibited Use/Condition. Except as otherwise expressly stated herein, Licensee may not install signs, dig, change grade, alter, or improve any part of the Licensed Premises in any manner whatsoever without the City's prior written consent, which may be withheld in the City's sole and absolute discretion. Licensee will not, store, release, or deposit (or permit the same) any hazardous, toxic or dangerous substances onto the Licensed Premises. THE CITY MAKES NO



REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE LICENSED PREMISES, INCLUDING WITH REGARD TO THE POSSIBLE PRESENCE OF CONTAMINANTS, POLLUTION, OR OTHER ENVIRONMENTAL HAZARDS. FOR PURPOSES OF THIS LICENSE, LICENSEE ACCEPTS THE CONDITION OF THE LICENSED PREMISES "AS IS" WITH ALL FAULTS AND DEFICIENCIES, AND ACCEPTS ALL RISKS, WHETHER KNOWN OR UNKNOWN. LICENSEE UNDERSTANDS THAT THE LICENSED PREMISES ARE LOCATED ON A WASHINGTON STATE DEPARTMENT OF ECOLOGY SITE LISTED FOR CONTAMINATION AND ACCEPT ALL RELATED RISKS ASSOCIATED WITH DIGGING OR ANY OTHER ACTIVITY WHICH MAY CAUSE A RELEASE.

9. Release. Licensee hereby releases and waives any and all claims related to the severe weather shelter against the City, including all claims relating to environmental contamination. In the event Licensee engages contractors to do work on the Licensed Premises, it hereby agrees to require those contractors to be licensed and bonded and comply with all other applicable state, local and federal laws, and regulations and to release this City and waive any all claims related to environmental contamination.

10. Indemnification. Licensee shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all loss, claims, expense and liability whatsoever arising out of, or in connection with this License or Licensee's exercise of rights hereunder, except for those losses and claims arising solely from the City's negligence. This indemnity includes, but is not limited to, all expenses incurred by or for the City, or its officers, agents or employees, including but not limited to judgments, settlements, costs, investigation, expenses and attorney fees, including any and all costs associated with the release of environmental contamination on the Licenses Premises. The parties hereto agree that the City shall not be responsible to the Licensee for any property loss or damage done to the Licensee's property, whether real, personal or mixed, occasioned by reason of any fire, storm, or other casualty whatsoever. It shall be the Licensee's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the City, Licensee, third party, or act of nature.

11. Insurance. Licensee agrees to maintain in force during the term of this License, including the right of entry period referenced in Section 6, above, and as to which the City shall be named as additional insured (with any endorsement required by the policy):

Workers Compensation:	Statutory Amount
Broad Form Comprehensive	\$1,000,000 per occurrence
General Liability:	\$2,000,000 aggregate
Automobile Liability:	\$1,000,000

Said insurance shall be primary and noncontributory with any other insurance for which the City is a named insured. All insurance coverages required under this Agreement shall include a waiver of subrogation against the City for losses arising from work performed by the Licensee.

An insurance certificate showing the coverage required under this section will be submitted to the City for approval at least annually.

Licensee may satisfy its insurance obligations herein through Licensee's participation in a joint self-insurance program, through the Washington Counties Risk Pool (WCRP).

Licensee certifies that it is a member of the Washington Counties Risk Pool, as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Memorandum of Coverage Document (MLC).

12. Default. Should either party hereto believe that the other has failed to perform an obligation under this License, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this License may be terminated upon seven (7) days written notice (delivered by certified mail).

13. Class of Persons. The issuance of this License and the provisions herein do not create or designate any particular class of persons who will or should be specifically protected by it.

14. Project Managers. The following individuals are hereby designated as Project Managers and shall be contacted during regular business hours regarding any issues arising under this License:

For the City: Public Works: Tom Bredeson, Facilities Manager; City of Bellingham; 360-7787833; [tbredeson@cob.org](mailto:tbredeson@cob.org).

For the County: Ann Beck, Whatcom County Health Department, Human Services Supervisor, 509 Girard Street, Bellingham, WA 98225, Direct: (360) 778-6055 | Cell: (360) 543-3043; [ABeck@co.whatcom.wa.us](mailto:ABeck@co.whatcom.wa.us).

15. After Hours Contact. After 5:00 p.m. and prior to 8:00 a.m. and on weekends and holidays, issues related to the License should be directed to Post Point emergency number 360-778-7700.

16. No Assignment. Licensee is prohibited from either assigning or subletting all or any portion of the Licensed Premises.

17. Enforcement and Venue. Licensee shall reimburse the City upon demand for all costs and expenses, including without limitation, reasonable attorney fees incurred by the City in enforcing its rights under this License or in otherwise protecting its interests in connection with the Licensed Premises, whether or not a lawsuit is instituted. This document shall be construed according to the laws of the state of Washington and venue in any lawsuit shall be Whatcom County, Washington.

18. Notices. All notices required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified mail to the Project Manager at the addresses set forth above or to such other address as Licensee shall notify the City of in writing.

19. No Waiver. No waiver of any provision of this License will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

20. Complete Agreement. This License sets forth the complete agreement of the parties with respect to the Licensed Premises, and it shall not be amended or modified except by a further written agreement signed by the parties. This License shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

21. Signing Authority. The person(s) signing this License warrant that they have the authority to sign this License and bind their respective parties to the terms hereof.

DATED as of the 10th day of February, 2022.

WHATCOM COUNTY:




\_\_\_\_\_  
Satpal Singh Sidhu, County Executive

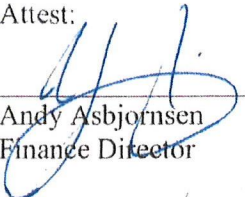
**Approved as to Form:**

Approved by email RB/JT 02/02/2022  
Royce Buckingham, Senior Civil Deputy Prosecutor


CITY OF BELLINGHAM, a first class  
municipal corporation

 2/4/22  
\_\_\_\_\_  
Seth Fleetwood, Mayor

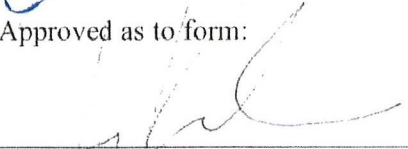
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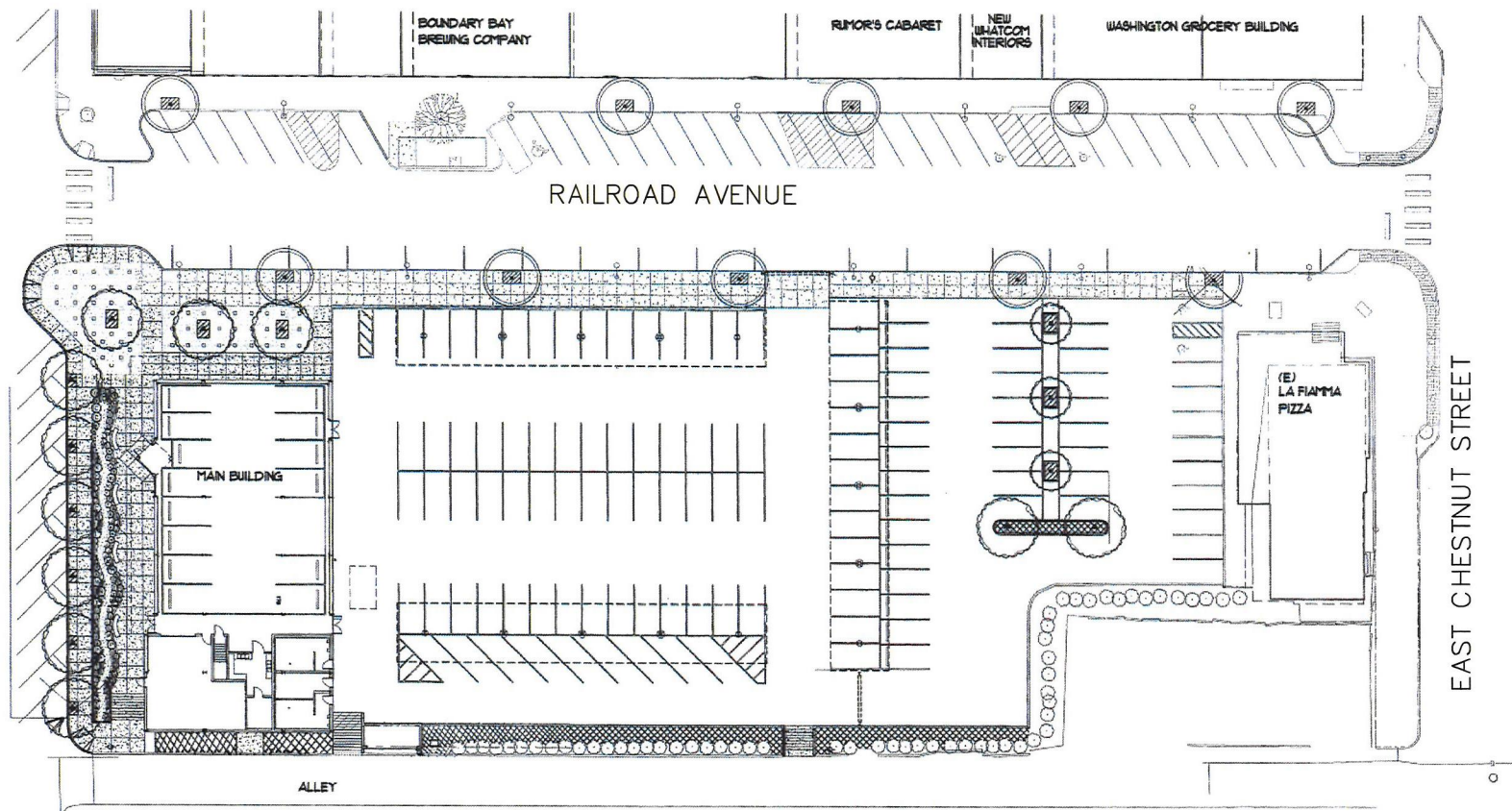
  
\_\_\_\_\_  
Andy Asbjornsen  
Finance Director

Department Approval:

 for Eric Johnston  
\_\_\_\_\_  
Public Works Director

Approved as to form:

  
\_\_\_\_\_  
Office of City Attorney



**EXHIBIT A: Depot Market Square (Not to Scale)**

**January 24, 2022**





## MEMORANDUM

**TO:** Whatcom County Council  
**FROM:** Erika Lautenbach, Director  
**RE:** City of Bellingham – Severe Weather Shelter Memorandum of Understanding (MOU)  
**DATE:** February 9, 2022

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

- **Background and Purpose**

This MOU outlines a commitment between the City of Bellingham (COB) and Whatcom County (WC) to provide an additional daytime (COB) and nighttime (WC) low-barrier shelter options for those without homes and for those that are restricted or not comfortable utilizing other shelter options, during severe weather emergencies and as determined by the Health Department.

- **Funding Amount and Source**

Each agency is responsible for covering all operating costs of their respective shelter. In the event that WC utilizes a COB-owned facility, COB will not charge WC with lease or utility costs. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Ann Beck, Human Services Supervisor at 360-778-6055 ([ABeck@co.whatcom.wa.us](mailto:ABeck@co.whatcom.wa.us)) or Erika Lautenbach, Director at 360-778-6005 ([ELautenb@co.whatcom.wa.us](mailto:ELautenb@co.whatcom.wa.us)), if you have any questions or concerns regarding this Agreement.

