

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

| | |
|---|----------------------------------|
| Originating Department: | 85 Health and Community Services |
| Division/Program: (i.e. Dept. Division and Program) | Response Systems Division |
| Contract or Grant Administrator: | Malora Christensen |
| Contractor's / Agency Name: | Bellingham Police Department |

| | | | |
|---|--|--|--|
| Is this a New Contract? | If not, is this an Amendment or Renewal to an Existing Contract? | Yes <input type="checkbox"/> | No <input checked="" 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): | | ALN#: |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | |

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|--------------------------------|--|--|
| Is this contract grant funded? | If yes, Whatcom County grant contract number(s): | |
| Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | |

| | | | |
|------------------------|----------------------------|-----------------------|----------|
| Method of Procurement: | N/A – Interlocal Agreement | Contract Cost Center: | 18538518 |
|------------------------|----------------------------|-----------------------|----------|

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|---|--|
| Contract Amount:(sum of original contract amount and any prior amendments): | <p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 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. |
| \$ 688,760 | |
| This Amendment Amount: | |
| \$ | |
| Total Amended Amount: | |

Contract Term Ends: 06/30/2028

| | | | | |
|-------------------|-------------------------------------|------------|-------|------------|
| Contract Routing: | 1. Prepared by: | C. Gilmore | Date: | 04/27/2026 |
| | 2. Health Budget Approval | G. Iturria | Date: | 05/07/2026 |
| | 3. Attorney signoff: | J. Wilson | Date: | 05/05/2026 |
| | 4. AS Finance reviewed: | D. Kempf | Date: | 05/07/2026 |
| | 5. IT reviewed (if IT related): | | Date: | |
| | 6. Contractor signed: | | Date: | |
| | 7. Executive Contract Review: | | Date: | |
| | 8. Council approved (if necessary): | AB2026-381 | Date: | |
| | 9. Executive signed: | | Date: | |
| | 10. Original to Council: | | Date: | |

**INTERLOCAL AGREEMENT FOR
THE ALTERNATIVE RESPONSE TEAM (ART) PROGRAM BETWEEN
WHATCOM COUNTY AND BELLINGHAM POLICE DEPARTMENT**

WHATCOM COUNTY, a political subdivision of the State of Washington, acting through Whatcom County Health and Community Services, (hereinafter the "County") and the **BELLINGHAM POLICE DEPARTMENT**, a first-class municipal corporation of the State of Washington (hereinafter the "BPD"), collectively referred to as the "Parties", for the purpose of administering and funding the Alternative Response Team (hereinafter "ART") Program.

WHEREAS, the BPD has received an award from House Bill 2015, and is committed to long-term funding of the ART Program; and

WHEREAS, funding for the ART Program is essential immediately to maintain current service levels, retain trained personnel and to preserve the co-response units demonstrated benefit to the Bellingham community; and

WHEREAS, the County serves as the lead administrative agency for the ART Program, overseeing staffing, operations, reporting, and coordination with community partners;

NOW THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. **PURPOSE:** This Agreement sets out the terms and conditions under which the BPD will provide funding to the County for administration of the ART Program, as further detailed in **Exhibit A - Statement of Work**, attached hereto and incorporated herein by this reference.
2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this initial Agreement shall be in effect from June 10, 2026 through June 30, 2028.
3. **LIAISON.** The BPD's responsible person for this Agreement is Renee Firos, Administrative Coordinator (rfiros@cob.org). The County's responsible person is Malora Christensen, Response Systems Manager (MChriste@co.whatcom.wa.us).
4. **STATEMENT OF WORK.** See attached Exhibit A.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.** See attached Exhibit B, incorporated herein by this reference.
6. **ACCOUNTING AND AUDIT.** The Parties agree to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of either Party or any other governmental agency with jurisdiction for audit, at such reasonable time and places as the Parties shall designate.
7. **RELEASE AND INDEMNIFY.** To the extent permitted by law, each Party agrees to release, indemnify and hold harmless the other Parties, its officers, agents, employees, and representatives (BPD/County) from all claims, actions, suits, losses, harm, liabilities, damages, costs, and expenses, including but not limited to, reasonable attorneys' fees arising out of their own negligent acts or omissions in connection with performance of this Agreement. Where negligence by all Parties is concurrent and contributes to a claim, the Parties shall be responsible and liable in proportion to the degree of their own negligence. Nothing in this Agreement shall be construed to preclude any Party from pursuing any remedy against a third Party.

- 8. COMPLIANCE WITH LAWS.** The County shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. The County shall submit any and all information the BPD requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of BPD's request for such information. The County covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The County further covenants that in the performance of this Agreement, no person having such interest will be employed.
- 9. NONDISCRIMINATION IN CLIENT SERVICES.** Neither party shall, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. Each party shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
- 10. TERMINATION; REDUCTION IN FUNDING.**
- A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
 - B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to County or BPD budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the County or BPD may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the BPD deems that the continuation of the services covered by this Agreement is no longer in the best interest of the BPD, the BPD may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.
 - C. Termination of this Agreement shall not prevent the BPD from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.
- 11. CHANGES, MODIFICATIONS, AMENDMENTS, EXTENSIONS, OR WAIVERS.** The duration, total consideration, and other terms and conditions of this Agreement may be changed, modified, amended, extended, or waived only by mutual written agreement executed by the BPD or the County's Executive (or designee). Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 12. ASSIGNMENT.** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.
- 13. VENUE STIPULATION.** This Agreement has been and shall be considered as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Washington.

- 14. STATUS OF COUNTY.** Neither County nor personnel employed by the County shall acquire any rights or status in the BPD's employment, nor shall they be deemed employees or agents of the BPD for any purpose other than as specified herein. County shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

SIGNATURE PAGE TO FOLLOW

Exhibit "A"
STATEMENT OF WORK

I. Background

The Alternative Response Team (ART) was launched in early 2023 after key stakeholders in law enforcement, emergency medical services, behavioral health and crisis response worked together to envision a new type of response in the City of Bellingham.

The Alternative Response Team (ART) program takes a collaborative approach to serve people who are in need of immediate or emergent behavioral health outreach. ART responds to non-violent Behavioral health 911 calls that can be safely diverted from law enforcement, fire, and emergency medical services. These teams aim to reduce the burden on first responders and provide trauma-informed and culturally appropriate responses.

ART provides an embedded 911 Community Connector to triage and dispatch calls to ART. ART aims to provide more equitable and effective interventions that improve outcomes for communities disproportionately impacted by bias in criminal, legal, and emergency healthcare systems. ART is currently operational 10 hours/day, 5 days/week (Monday-Friday).

II. Scope of Work

Whatcom County Health and Community Services administers the ART Program. Specific activities supported by the funding provided by this agreement include:

- a. Program deployment from the What-Comm call center by ART Community Connectors, 10 hours/day, 5 days/week.
- b. Provide a rapid alternative response for What-Comm 911 to include outreach for non-emergent / non-criminal 9-1-1 and be deployed as an alternative to Bellingham Police law enforcement.
- c. A dedicated communication channel and work station for ART at What-Comm.
- d. Maintain established protocols for 911 Behavioral Health call screening and triage for the Alternative Response Team.
- e. ART staff includes six (6) Behavioral Health Specialists with at least 3 years of experience supporting vulnerable populations and de-escalation.
- f. Bellingham Police Department and WhatComm 911 have continued involvement in future collaborations and the oversight and review of ART.
- g. Coordinate with and provide appropriate referrals to crisis services for individuals served by ART. Work closely with community programs to ensure the needs of individuals in crisis are connected to follow-up support.
- h. Provide transportation needs to help support recovery and community resource connection.
- i. All agencies involved in ART are involved in monitoring and evaluating plans and decisions on key data requirements.
- j. ART Community Connectors are trained to triage calls transferred from regular 911 call takers and deploy ART teams to scenes.
- k. ART Community Connectors monitor teams on scene, request EMS, Law Enforcement follow-up dispatch, if warranted, and involve the Mobile Crisis Outreach Team, Homeless Outreach Team, Ground-Level and Coordinated Engagement (GRACE), and Law-Enforcement Assisted Diversion (LEAD) Program teams, as appropriate.

III. Anticipated Outcomes

ART has demonstrated a strong record of providing appropriate, effective responses to certain 911 calls for service in the last three years. In 2025, ART delivered over 2,100 services, reducing the demand on traditional law enforcement. Two specific goals of supplementing the funding of ART through this grant would be as follows:

- a. To divert 2,000 calls for service away from a traditional law enforcement response to either a co-response or ART-only response.
- b. To have 40% of ART calls lead to a referral to long-term care, treatment, or supportive services.

EXHIBIT "B"
COMPENSATION

I. Budget

In an amount not to exceed \$688,760, the BPD will reimburse the County as invoiced, for the activities specified in Exhibit A.

II. Invoicing

- a. The County will submit invoices to the BPD by the 15th of the month, following the period being invoiced, except for January, where the same is due by the 10th of the month.
- b. Payment shall be based on properly executed invoices, reflecting eligible costs.
- c. Invoices shall be sent to Renee Firos, Administrative Coordinator at 210 Lottie Street, Bellingham, WA 98225 or rfiros@cob.org.
- d. The BPD will make payment to the County no more than thirty (30) days after said reimbursement request is received and approved by the BPD.