

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

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| Originating Department: | 35 Sheriff's Office |
| Division/Program: <i>(i.e. Dept. Division and Program)</i> | 3510 Administration / 351000 Administration |
| Contract or Grant Administrator: | Steve Harris, Undersheriff |
| Contractor's / Agency Name: | WA State Criminal Justice Training Commission |
| Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" 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 checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>IA25-056</u> CFDA#: _____ | |
| Is this contract grant funded? Yes <input checked="" type="radio"/> No <input 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): _____ Contract Cost Center: <u>1003524005</u> | |
| 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 type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" 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): \$ <u>84,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>84,000</u> | Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. |
| Summary of Scope: _____ | |
| The purpose of this grant is to establish officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing. All programs will be overseen by Dr. Early Support Services. | |
| Term of Contract: 7/1/24 | Expiration Date: 6/30/25 |

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| Contract Routing: | 1. Prepared by: D.Duling | Date: 6/21/24 |
| | 2. Attorney signoff: Approved via email BW/DD | Date: 6/21/24 |
| | 3. AS Finance reviewed: Approved via email AT/DD | Date: 6/27/24 |
| | 4. IT reviewed (if IT related): | Date: |
| | 5. Contractor signed: | Date: |
| | 6. Submitted to Exec.: | Date: |
| | 7. Council approved (if necessary): | Date: |
| | 8. Executive signed: | Date: |
| | 9. Original to Council: | Date: |

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| Washington State Criminal Justice Training Commission | | WSCJTC Contract No. IA25-056 | |
| | | Program Index 529 | |
| This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies. | | | |
| Contractor Name: Whatcom County Sheriff's Office | | Contractor Address: 311 Grand Ave., Bellingham, WA 98225 | |
| Contact: Erik Francis | | | |
| Contact Telephone: 360-778-6636 | | Contact E-Mail efrancis@co.whatcom.wa.us | |
| Statewide Vendor Number: (SWV): Click here to apply or provide number below: 0002425 | | | |
| WSCJTC Contact Information | | | |
| Manager of this contract or project. Name and Title. Susan Rogel, Grant Manager | | E-mail Address Susan.Rogel@cjtc.wa.gov Telephone 206-939-8437 | |
| Contract Start Date July 1, 2024 | Contract End Date June 30, 2025 | Contract Maximum Amount \$84,000 | |
| Subcontracting Authorized? Y/N Y | Travel Expenses Authorized? Y/N Y | | |
| FOR THE WSCJTC: | | FOR THE CONTRACTOR: | |
| Susan Rogel <i>Susan Rogel</i> 6/12/2024 | | Whatcom County Sheriff's Office | |
| Manager Date | | Contractor Business Name | |
| Brian Elliott <i>Brian Elliott</i> 6/12/2024 | | <i>See Attached!</i> | |
| Department Manager Date | | Date | |
| Monica Alexander <i>Monica Alexander</i> 6/13/2024 | | | |
| Executive Director Date | | Contractor signature | |
| Holly White | | | |
| WSCJTC Contract Specialist Date | | Print Name & Title Donnell Tanksley, Sheriff DTanksley@co.whatcom.wa.us | |

WHATCOM COUNTY:
Recommended for Approval:

S. Tanksley, For
Donnell Tanksley, Sheriff

6/28/24
Date

Approved as to form:

Approved via email 6/28/24
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 ____, 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.

NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My commission expires _____.

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

OUTCOME REPORTING AND BILLING TIMELINES

1. **Outcome Report**
2. **Invoice (A-19 and backup documentation – submitted in one PDF document all together)**

DUE DATES:

1. October 15, 2024 (July, August, & September)
2. January 15, 2025 (October, November, & December)
3. April 15, 2025 (January, February, & March)
4. July 10, 2025, **FINAL** submission (April, May, & June)

REQUIRED OUTCOMES FOR REPORT: (See List on last page for allocation amounts)

1. Dr. Earley – Document all services provided, dates and number in attendance.
2. Complete officer survey of usefulness of all services and suggestions for future officer wellness services. Report outcomes in final report.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract,

which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a "non-employee covered worker" and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

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| Total Allocation | | \$84,000 |
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| | Dr. Earley Support Services | |
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