

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202204045

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	Response Systems Division
Contract or Grant Administrator:	Dean Wight
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 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?	If yes, RFP and Bid number(s):	Contract Cost Center:	124150
Yes <input type="checkbox"/>		No <input type="checkbox"/>	

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
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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 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.
\$ 167,917 (in 2022) + \$259,210 (in 2023)	
This Amendment Amount:	
\$	
Total Amended Amount:	

Summary of Scope: This Agreement provides funding for the Health Department's Response System Division's Alternative Response Team Pilot Program.

Term of Contract:	1 year, 9 months	Expiration Date:	12/31/2023
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Contract Routing:	1. Prepared by:	JT	Date:	04/04/2022
	2. Health Budget Approval:	JG	Date:	04/04/2022
	3. Attorney signoff:	RB	Date:	04/07/2022
	4. AS Finance reviewed:	M Caldwell	Date:	4/5/22
	5. IT reviewed (if IT related):		Date:	
	6. Contractor approved:		Date:	
	7. Submitted to Exec.:	JT	Date:	04/27/2022
	8. Council approved (if necessary):	AB2022-243	Date:	04/26/2022
	9. Executive signed:		Date:	<u>4-28-22</u>
	10. Original to Council:		Date:	<u>7-7-22</u>

ORIGINAL

Whatcom County Contract Number

202204045

**FINANCIAL ASSISTANCE AGREEMENT FOR
THE ALTERNATIVE RESPONSE TEAM PILOT PROGRAM
WHATCOM COUNTY – CITY OF BELLINGHAM**

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

1. **PURPOSE:** This Agreement sets out the terms of financial assistance provided by the City to the Recipient to support the Alternative Response Team Pilot 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 Agreement shall be in effect from 04/11/2022 to 12/31/2023.
3. **LIAISON.** The City's responsible person for this Agreement is Brian Heinrich, Deputy Administrator. The Recipient's responsible person is Malora Christensen, Response Systems Manager.
4. **STATEMENT OF WORK.** See attached Exhibit A, incorporated herein by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. The financial assistance provided to the Recipient shall not exceed **\$167,917 in 2022 and \$259,210 in 2023.**
 - B. The City agrees to financially assist the Recipient only for activities specified in Exhibit A. Payment shall be based on properly executed quarterly invoices. The Recipient shall submit the invoices, documentation and any necessary reports by the 15th of the month, following the period being invoiced, except for January where the same will be due by the 10th of the month. Invoices shall be sent to 210 Lottie Street – Bellingham, WA 98225 or bmheinrich@cob.org. The City will make payment to the Recipient no more than thirty (30) days after said reimbursement request is received and approved by the City.
6. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section of Exhibit A shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.
7. **ACCOUNTING AND AUDIT.** The Recipient agrees 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 the City or any other governmental agency with jurisdiction for audit, at such reasonable time and places as the City shall designate.
8. **INDEMNIFICATION AND INSURANCE.** The Recipient agrees to defend the City, hold it harmless, and indemnify it as to all claims, suites, costs, fees and liability arising out of the acts or work of the Recipient, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is

incurred as a result of the actions or omissions of such parties. Recipient will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

Recipient specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

- 9. COMPLIANCE WITH LAWS.** The Recipient shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. Recipient shall submit any and all information the City requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of City's request for such information. The Recipient 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 Recipient further covenants that in the performance of this Agreement, no person having such interest will be employed.
- 10. NONDISCRIMINATION IN CLIENT SERVICES.** The Recipient shall not, 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. The Recipient shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
- 11. 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 City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the City 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 City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City 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 City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.
- 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 Skagit County Superior Court, Washington.

14. STATUS OF RECIPIENT. Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Recipient 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.

EXECUTED, this 28th day of April, 2022, for **WHATCOM COUNTY:**

Satpal Singh Sidhu 4/28/22
Satpal Singh Sidhu, County Executive Date

WHATCOM COUNTY:
Recommended for Approval:

Approved by email MC/JT 04/04/2022
Malora Christensen, Response Systems Manager Date

Erika Lautenbach 04/27/2022
Erika Lautenbach, Director Date

Approved as to form:

Approved by email RB/JT 04/07/2022
Royce Buckingham, Senior Civil Deputy Prosecutor Date

CITY OF BELLINGHAM:

EXECUTED, this 26 day of May, 2022, for the **CITY OF BELLINGHAM:**

Seth Fleetwood
Seth Fleetwood, Mayor

Attest:

[Signature]
Finance Director

[Signature]
Departmental Approval

Approved as to Form:

[Signature]
Office of the City Attorney

EXHIBIT A STATEMENT OF WORK

I. Background

The Alternative Response Team (ART) pilot program takes a collaborative approach that brings law enforcement, emergency medical response, human services and other community responders together to create individualized plans to minimize the impact of individuals identified as having a very high impact on each of those systems. ART will be deployed by staff based at What-Comm, 10 hours/day, 7 days/week and there will be a dedicated communication channel and work station for ART at the What-Comm call center.

II. Scope of Work

The Whatcom County Health Department's Response System Division has been charged to pilot the Alternative Response Team (ART) Program. Specific activities supported with this funding will include:

1. Program deployment from the What-Comm call center by Triage Specialists, 10 hours/day, 7 days/week.
2. A dedicated communication channel and work station for ART at What-Comm.
3. ART staff will include two teams of two, each with at least one Masters MHP and Bellingham based.
4. Bellingham Fire and Police Departments will have continued involvement in future collaborations and the oversight and review of ART.
5. All agencies involved in ART will be involved in monitoring and evaluating plans and decisions on key data requirements.
6. Triage Specialists will be trained to triage calls transferred from regular 911 call-takers and deploy ART teams to scenes.
7. Triage Specialists will be able to monitor teams on scene, request EMT, Law Enforcement follow-up dispatch, if warranted, and involve the Mobile Crisis Outreach Team, Homeless Outreach Team, Ground-Level and Coordinated Engagement, and Law-Enforcement Assisted Diversion teams, as appropriate.



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: City of Bellingham – Alternative Response Team Pilot Program Contract

DATE: April 27, 2022

Attached is a contract between Whatcom County and City of Bellingham for your review and signature.

▪ **Background and Purpose**

The Alternative Response Team (ART) pilot program takes a collaborative approach that brings law enforcement, emergency medical response, human services and other community responders together to create individualized plans to minimize the impact of individuals identified as having a very high impact on each of those systems. ART will be deployed by staff based at What-Comm, 10 hours/day, 7 days/week and there will be a dedicated communication channel and work station for ART at the What-Comm call center.

This contract dedicates funding from the City of Bellingham for staffing and implementation of the ART pilot program.

▪ **Funding Amount and Source**

Funding for this Agreement is provided by the City of Bellingham in an amount not to exceed \$167,917 in 2022 and \$259,210 in 2023. These funds will be included in the 2022 budget. Council approval is required as this award exceeds \$40,000.

Please contact Malora Christensen, Response Systems Manager 360-778-6131 (MChriste@co.whatcom.wa.us) or Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.

