

**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:		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):	ALN#:	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

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

Method of Procurement:	N/A – Interlocal Agreement	Contract Cost Center:	18538518
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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"/> Goods and services provided due to an emergency.
<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> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>
\$ 375,000	
This Amendment Amount:	
\$	
Total Amended Amount:	

\$	
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Summary of Scope: This agreement provides funding for the administration of the ART Program.

<b>Contract Term Ends:</b>	<b>12/31/2026</b>		
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Contract Routing:	1. Prepared by:	J. Thomson	Date:	05/27/2025
	2. Health Budget Approval	PL/CR	Date:	06/03/2025
	3. Attorney signoff:	Christopher Quinn	Date:	06/02/2025
	4. AS Finance reviewed:	Bbennett	Date:	06/08/2025
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2025-446	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

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

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

**WHEREAS**, the City has committed to long-term funding of the ART Program; 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 City 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 July 1, 2025 through December 31, 2026.
3. **LIAISON.** The City's responsible person for this Agreement is Jason Korneliussen, Strategic Initiatives Manager ([jpkorneliussen@cob.org](mailto:jpkorneliussen@cob.org)). The County's responsible person is Malora Christensen, Response Systems Manager ([MChriste@co.whatcom.wa.us](mailto: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 (City/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 City requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of City'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 City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the County or 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.

- 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 City 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 City's employment, nor shall they be deemed employees or agents of the City 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**

**EXECUTED, for WHATCOM COUNTY on:**

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

\_\_\_\_\_  
Date

**WHATCOM COUNTY:**

**Recommended for Approval:**

\_\_\_\_\_  
Malora Christensen, Response Systems Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlene Ramont, Assistant Director  
Whatcom County Health and Community Services

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Christopher Quinn, Chief Civil Deputy Prosecutor

\_\_\_\_\_  
Date

**CITY OF BELLINGHAM:**

**EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, for the CITY OF BELLINGHAM:**

\_\_\_\_\_  
Kim Lund, Mayor

**Attest:**

**Approved as to Form:**

\_\_\_\_\_  
Finance Director

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

**Departmental Approval**

\_\_\_\_\_

**Exhibit "A"**  
**STATEMENT OF WORK**

**I. Background**

The Alternative Response Team (ART) Program takes a collaborative approach to bringing law enforcement, emergency medical response, human services, and other community responders together to create individualized plans to minimize the impacts of individuals identified as having a very high impact on each of those systems. ART is deployed by staff based at What-Comm, 10 hours/day, 5 days/week (currently 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. A dedicated communication channel and work station for ART at What-Comm.
- c. ART staff includes five Behavioral Health Specialists with at least 3 years of experience supporting vulnerable populations and de-escalation.
- d. Bellingham Police Department and WhatComm 911 have continued involvement in future collaborations and the oversight and review of ART.
- e. All agencies involved in ART are involved in monitoring and evaluating plans and decisions on key data requirements.
- f. ART Community Connectors are trained to triage calls transferred from regular 911 call takers and deploy ART teams to scenes.
- g. 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.

**EXHIBIT "B"**  
**COMPENSATION**

**I. Budget**

In an amount not to exceed \$375,000, the City will reimburse the County as invoiced, for the activities specified in Exhibit A, including reimbursement of 15% of the County's indirect costs.

**II. Invoicing**

- a. The County will submit invoices to the City by the 15<sup>th</sup> of the month, following the period being invoiced, except for January, where the same is due by the 10<sup>th</sup> of the month.
- b. Payment shall be based on properly executed invoices, reflecting eligible costs.
- c. Invoices shall be sent to Jason Korneliussen, Strategic Initiatives Manager at 210 Lottie Street – Bellingham, WA 98225 or [jpkorneliussen@cob.org](mailto:jpkorneliussen@cob.org).
- d. The City will make payment to the County no more than thirty (30) days after said reimbursement request is received and approved by the City.