



WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:

202504001

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8530 Community Health / 853020 Healthy Children & Families	
Contract or Grant Administrator:		Allyson Halverson	
Contractor's / Agency Name:		Ferndale School District	
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"/>
Already approved? Council Approved Date:		If No, include WCC: (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):		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	ALN#	
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:	24-66	Contract Cost Center:	18581003
Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	
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 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:	
\$	149,000	1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		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.	
Total Amended Amount:		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: This agreement supports services that will increase kindergarten readiness to Latino students and families within the Ferndale School District.			
Contract Term Ends:		03/11/2026	
Contract Routing:	1. Prepared by:	J. Thomson	Date: 12/31/2024
	2. Attorney signoff:	Christopher Quinn	Date: 02/27/2025
	3. AS Finance reviewed:	Bbennett	Date: 02/28/2025
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:		Date:
	6. Executive Contract Review:		Date: 4/1/2025
	7. Council approved (if necessary):	AB2025-214	Date: 03/11/2025
	8. Executive signed:		Date: 4/1/2025
	9. Original to Council:		Date:



Memorandum

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Ferndale School District – Healthy Children’s Fund Innovative Services Agreement
DATE: MARCH 12, 2025

Attached is an interlocal agreement between Whatcom County and Ferndale School District for your review and signature.

▪ **Background and Purpose**

Through this agreement, the Ferndale School District (District) will increase kindergarten readiness for students ages 3-5 by expanding its Latino Family Support & Early Learning Initiative Program through the provision of comprehensive and culturally responsive services, including bilingual communication, employment of a Latino Family Engagement Coordinator, and the purchase and distribution of culturally relevant resources.

This agreement will also expand access to the Family Resource Center (FRC) during the summer months, which is currently closed during that time, so that all families have year-round access to FRC resources and services that address the educational and support gaps that impede kindergarten readiness. Expanding FRC access during summer will support on-time enrollment of early learning qualifying students which is crucial to ensure kindergarten readiness.

This agreement is awarded as a result of RFP 24-66 and aligns with the Healthy Children’s Fund Implementation Plan’s Strategy Six to support innovative approaches to expand early learning opportunities and family support services for underserved populations, especially low-income, rural Latino, and migrant families.

▪ **Funding Amount and Source**

Funding for this agreement, in an amount not to exceed \$149,000, is provided by the Healthy Children’s Fund. These funds are included in the 2025 budget. Council authorization is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Sarah Simpson, Children and Family Programs Supervisor at 360-410-2400 if you have any questions.

Encl.



Whatcom County Contract Number:
202504001

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
FERNDALE SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between Whatcom County ("County") and Ferndale School District (District), both public entities organized pursuant to the provisions of chapters 70.05 and 28A RCW in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** This agreement provides funding for services that will increase kindergarten readiness, as more fully and definitively described in Exhibit A hereto.
2. **TERM OF AGREEMENT:** This Agreement shall be in effect from March 12, 2025 through March 11, 2026.
3. **STATEMENT OF WORK:** See attached Exhibit A, incorporated herein by this reference.
4. **FUNDS PROVIDED AND METHOD OF PAYMENT:** See attached Exhibit B, incorporated herein by this reference.
5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party:

The County's representative shall be:

Allyson Halverson, Program Specialist
Whatcom County Health and Community Services
509 Girard Street
Bellingham, WA 98225
AHalvers@co.whatcom.wa.us

The District's representative shall be:

Dr. Kristi Dominguez, Superintendent
Ferndale School District
PO Box 698
Ferndale, WA 98248
Kristi.Dominguez@ferndalesd.org

6. **ACCOUNTING AND AUDIT:** The District 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 the termination of this Agreement. The financial records shall be made available to representatives of the County or any other governmental jurisdiction for audit, at such reasonable time and places as the County shall designate.
7. **ASSIGNMENT AND SUBCONTRACTING:** The performance of all activities contemplated by this agreement shall be accomplished by the District. No portion of this agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
8. **COMPLIANCE WITH LAWS:** The District shall comply with all applicable laws, ordinance, and codes of the local, State and Federal governments. County shall submit any and all information the District requires to demonstrate such compliance with such laws, ordinances and codes within two weeks of the County's request for such information. The District 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 District further covenants that in the performance of this Agreement, no person having such interest will be employed.

9. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.
10. **INDEMNIFICATION AND INSURANCE:** Each party agrees to be responsible and assume liability for its wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County or the District by reason of entering into this agreement as expressly provided herein.

The District 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 Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

11. **TERMINATION:** Any party hereto may terminate this agreement upon (30) days notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
12. **CHANGES, MODIFICATIONS, AMENDMENTS, EXTENSIONS, OR WAIVERS:** The agreement may be changed, modified, amended, or waived only by written agreement executed by the District and the County 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.

The duration, consideration and other terms and conditions of this Agreement may be extended after the initial term of this Agreement ONLY by mutual written agreement executed by the District and the County Executive (or designee).

13. **NONDISCRIMINATION IN SERVICES.** The District 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 County shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
14. **SEVERABILITY:** In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.
15. **ENTIRE AGREEMENT:** This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
16. **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 herein, shall be instituted and maintained only in Skagit County Superior Court, Washington.
17. **STATUS OF DISTRICT:** Neither District nor personnel employed by the District shall acquire any rights or status in the County's employment, nor shall they be deemed employees or agents of the County for any purpose other

than specified herein. District 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.

18. OTHER PROVISIONS: The District and the County will comply with all applicable Federal and State requirements that govern this agreement.
19. This Agreement has been approved and authorized by the governing bodies of the District and the County and each party represents that the persons executing this Agreement have been authorized to do so on or behalf of the public entity referenced below.
20. This Agreement shall be posted or recorded by the County, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement on: 4/1/2025

Ferndale School District

Signed by:
 3/31/2025
58016B9BA769458...
 Dr. Kristi Dominguez, Superintendent Date

**WHATCOM COUNTY:
Recommended for Approval:**

DocuSigned by:
 3/31/2025
2B365BB0422344A
 Ann Beck, Community Health & Human Services Manager Date

Signed by:
 4/1/2025
10C96CF66701466...
 Charlene Ramont, Date
 Community Health and Human Services, Assistant Director

Approved as to form:

Signed by:
 3/31/2025
EC466EE5C88B4ED
 Christopher Quinn, Chief Civil Deputy Prosecutor Date

Approved:

Accepted for Whatcom County:


DocuSigned by:
 4/1/2025
1192C7C18B664E3
 By: Satpal Singh Sidhu, County Executive Date

EXHIBIT A STATEMENT OF WORK

I. Background and Purpose

Through this agreement, the Ferndale School District (District) will increase kindergarten readiness by expanding its Latino Family Support & Early Learning Initiative Program (Program) through the provision of comprehensive and culturally responsive services, including bilingual communication, employment of a Latino Family Engagement Coordinator, and the purchase and distribution of culturally relevant resources. This expansion will ensure that Latino families have the communication resources necessary to be engaged and empowered in their children's early education. This Program is designed to meet the specific needs of Latino and migrant families within the District, particularly those served by the Mt. View Learning Center (MVLC) where 74.4% of students are low-income, 28.2% are Hispanic, and 95% are students with disabilities. The District's MVLC serves children ages 3 – 5 and houses the Family Resource Center (FRC), preschool, developmental preschool, and Early Childhood Education and Assistance (ECEAP) students. The FRC facilitates partnerships between the District and community resources. This contract supports the expansion of the FRC so that all families with children 0-5 can access these critical resources during the summer months.

This agreement is awarded as a result of RFP 24-66 and aligns with the Healthy Children's Fund Implementation Plan's Strategy Six to support innovative approaches to expand early learning opportunities and family support services for underserved populations, especially low-income, rural Latino, and migrant families.

II. Statement of Work

The District will increase kindergarten readiness for highly vulnerable students aged 3-5 by expanding culturally responsive early learning environments, enhancing family engagement, and addressing barriers that traditionally limit access to these services. Expansion of Program services will be accomplished through:

- a. The employment of a full-time, year-round, Latino Family Engagement Coordinator to ensure consistent engagement and access to services including the Family Resource Center at Mt. View Learning Center for all families with children 0-5 throughout the entire year.
 1. This position will foster and strengthen relationships with local Latino organizations, Ferndale Community Services, the Ferndale Food Bank, Opportunity Council, Mona Galindo (providing free meals once/month to Ferndale families in need), and local churches that continue to support marginalized populations.
- b. The expansion of services during the summer months in order to make year-round resources and services available to all Ferndale families, including Latino and migrant families. Year-round services at Mt. View Learning Center will address the educational and support gaps that often impede kindergarten readiness.
 1. Services provided will include enrollment to early learning programs, translation services, access to culturally relevant materials, access to mental health services, and culturally appropriate food and infant essentials.
- c. The purchase and distribution of culturally appropriate resources for Latino students and their families to become successful in their Early Learning Education while attending MVLC.
- d. Measuring impact on kindergarten readiness by:
 1. Monitoring gains in both English language acquisition and native language skills to support bilingual development.
 2. Assessing improvements in social interaction, emotional regulation, and cooperative play.
 3. Tracking parent participation in early learning activities and educational support services to gauge the success of engagement initiatives.
 4. Evaluating the effectiveness of culturally responsive teaching methods and materials in improving student engagement and learning outcomes.

III. Reporting

- a. In an online survey provided by the County, the Contractor will provide quarterly reporting of the following data on the 15th of the month, following completion of each quarter:
 1. Amount of Latino Family Engagement Coordinator FTE funded during this reporting quarter
 2. Total number of families with children 0-5 who engage with the Family Resource Center during this reporting quarter.
 3. Total number of Latino/migrant children 0-5 who are enrolled in preschool, developmental preschool, and ECEAP programs at Mt. View Learning Center during this reporting quarter.
 - a. Number of Latino/migrant children 0-5 who are newly enrolled during this reporting quarter
 4. For this reporting period, please rate the level of Latino/migrant caregiver participation in early learning activities and educational support services on a scale of 1-5. For a 3 or lower, the Contractor will be asked to provide a summary of the challenges or suspected reasons for services not being fully utilized.
 - 1 – none or few Latino/migrant caregivers have participated in early learning activities and educational support services (less than 25% of resource or service capacity used)
 - 2- some Latino/migrant caregivers have participated in early learning activities and educational support services (25-50% of resource or service capacity used)
 - 3- services are used consistently but more Latino/migrant caregivers could participate in early learning activities and educational support services (50-75% of resource or service capacity used)
 - 4 – Early learning activities and educational support services are well utilized by Latino/migrant caregivers and sometimes full (75 to 100% of resource or service capacity used)
 - 5- Early learning activities and educational support services consistently full and Latino/migrant caregivers are frequently wait-listed or turned away (demand for services/resources is beyond capacity)
- b. On a six-month period the Contractor will also be asked to submit answers related to the success and challenges of implementation, as well as provide feedback to WCHCS around the process. Each six-month report will contain 4-6 questions that will ask for a paragraph response to each. Questions will include but not be limited to:
 1. What resources and/or organizations and programs were most frequently referred to families and why?
 2. What assessments and/or tools were used to monitoring gains in both English language acquisition and native language skills, social interaction, emotional regulation, and cooperative play. What was the effectiveness of those tools?

IV. Additional Requirements

As a recipient of funding from the Whatcom County Healthy Children's Fund, the District will be required to display digital and/or physical recognition of this funding. This recognition may be in the form of a digital badge or icon on the District's website, a physical banner outside of its facilities, interior or exterior signs, or similar materials. Whatcom County Health and Community Services will provide these materials at no cost to the District. This will acknowledge the support from the HCF and inform the public of how their tax dollars are being used to expand services that benefit the community.

EXHIBIT B COMPENSATION

Budget and Source of Funding: The source of funding for this agreement, in a total amount not to exceed \$149,000, is the Healthy Children's Fund. The budget for this agreement is as follows:

Item	Documents Required with Each Invoice	**Budget
Latino Family Engagement Coordinator (wages + benefits)	GL Detail	\$99,000
¹ Family support services, supplies/essential needs items, and classes (includes subcontracted services)	<ul style="list-style-type: none"> Copies of paid invoices or receipts For classes/workshops, invoices must include a brief description or agenda, dates, hours, and number of attendees 	\$50,000
TOTAL		\$149,000

¹ Includes culturally appropriate materials, resources, food, and essential needs items for children 0-5. Examples of subcontracted services include language translation, mental health services, workshop/class trainers/facilitators.

District's Invoicing Contact Information:	
Name	Kristi Dominguez
Phone	360. 383.9200
Email	kristi.dominguez@ferndalesd.org

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.

EXHIBIT "B.1"

Invoicing – General Requirements

1. When applicable, the District may transfer funds among budget line items. Line item changes that exceed 10% of the total budget must be pre-approved by the County Contract Administrator, prior to invoicing.
2. The District shall submit invoices indicating the County-assigned contract number to HL-BusinessOffice@co.whatcom.wa.us and AHalvers@co.whatcom.wa.us
3. The District shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January where the same is due by the 10th of the month.
4. When applicable, the District will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
5. The District shall submit the required invoice documentation identified in Exhibit B.
 - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
 - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
 - c. When applicable, for subcontracted services, copies of paid invoices that include types of service, student identifier, dates, number of hours and rate are required.
 - d. When applicable, mileage will be reimbursed at the current GSA rate (www.gsa.gov). Reimbursement requests for mileage must include:
 1. Name of staff member
 2. Date of travel
 3. Starting address (including zip code) and ending address (including zip code)
 4. Number of miles traveled
 - e. When applicable, travel and/or training expenses will be reimbursed as follows:
 1. Lodging and meal costs for training are not to exceed the current GSA rate (www.gsa.gov), specific to location.
 2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
 3. Reimbursement requests for allowable travel and/or training must include:
 - a. Name of staff member
 - b. Dates of travel
 - c. Starting point and destination
 - d. Brief description of purpose
 - e. Receipts for registration fees or other documentation of professional training expenses.
 - f. Receipts for meals are not required.
6. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the District. The County may withhold payment of an invoice if the District submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
7. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
8. Duplication of billed costs or payments for service: The District shall not bill the County for services performed or provided under this contract, and the County shall not pay the District, if the District has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The District is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "B.2"

Invoice Preparation Checklist For Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- ☐ Send the invoices to the correct address:
HL-BusinessOffice@co.whatcom.wa.us and AHalvers@co.whatcom.wa.us
- ☐ Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

- ☐ invoices include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
- ☐ the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- ☐ invoice items have not been previously billed or paid, given the time period for which services were performed;
- ☐ enough money remains on the contract and any amendments to pay the invoice;
- ☐ the invoice is organized by task and budget line item as shown in Exhibit B;
- ☐ the Overhead or Indirect Rate costs match the most current approved rate sheet;
- ☐ the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- ☐ personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- ☐ back-up documentation matches what is required as stated in Exhibit B and B.1;
- ☐ contract number is referenced on the invoice;
- ☐ any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- ☐ Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.