

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 202309038		
Originating Department:		85 Health		
Division/Program: (i.e. Dept. Division and Program)		Response Systems Division		
Contract or Grant Administrator:		Hannah Fisk		
Contractor's / Agency Name:		City of Bellingham		
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>	
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? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):		CFDA#:	
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):			
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center:	
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"/> Contract for Commercial off the shelf items (COTS).		
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.		
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.		
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).				
Contract Amount:(sum of original contract amount and any prior amendments): \$ 75,000 annually through 2028		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.		
This Amendment Amount: \$				
Total Amended Amount: \$				
Summary of Scope: This Agreement provides funding for mental health support staff embedded daily at the Bellingham Central Library.				
Term of Contract:	5 Years	Expiration Date:	12/31/2028	
Contract Routing:	1. Prepared by:	JT	Date:	08/08/2023
	2. Health Budget Approval:	KR	Date:	08/21/2023
	3. Attorney signoff:	RB	Date:	08/25/2023
	4. AS Finance reviewed:	A Martin	Date:	08/23/2023
	5. IT reviewed (if IT related):	ds	Date:	
	6. Contractor approved:	BSR	Date:	
	7. Submitted to Exec.:		Date:	9/29/2023
	8. Council approved (if necessary):	AB2023-560	Date:	09/12/2023
	9. Executive signed:		Date:	10/6/2023
	10. Original to Council:		Date:	



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: City of Bellingham – Mental Health Support Interlocal Agreement
DATE: September 28, 2023

Attached is an interlocal agreement between Whatcom County and City of Bellingham for your review and signature.

▪ **Background and Purpose**

Whatcom County is partnering with the City of Bellingham to fund an agency to provide behavioral health services at the Bellingham Public Library. Whatcom County Health and Community Services supports the development of healthy youth, families, schools, and communities by reducing risks associated with substance use, mental health conditions and other behavioral disorders. The County also supports the treatment and stabilization of behavioral health conditions negatively impacting the functioning of individuals and their families.

Over 1,000 individuals come into the Bellingham Central Library each day. In June of 2023, the census was over 32,000 individuals. This contract dedicates partial funding from the City of Bellingham for the mental health support staff position embedded at the Bellingham Central Library, seven days per week. Strategies will promote healthy children, families and communities by offering a personal connection, appropriate resource referrals, community connection, and direct services.

▪ **Funding**

The City of Bellingham and Whatcom County will contribute up to \$75,000 and \$110,000 each year, respectively, through 2028, towards mental health services at the Bellingham Central Library. These funds will be included in the 2024 budget and annual budgets thereafter. Council authorization is required per RCW 39.34.030(2) for agreements between public agencies.

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.

Whatcom County Contract Number
202309038

**INTERLOCAL AGREEMENT FOR
BEHAVIORAL HEALTH SUPPORT STAFF AT THE BELLINGHAM CENTRAL LIBRARY
WHATCOM COUNTY – CITY OF BELLINGHAM**

WHATCOM COUNTY, a political subdivision of the State of Washington, acting through Whatcom County Health and Community Services, (hereinafter the “County”), 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 County to support community-based behavioral health services staff embedded daily at the Bellingham Central Library located at 210 Central Avenue in Bellingham, 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 01/01/2024 to 12/31/2028.
3. **LIAISON.** The City’s responsible person for this Agreement is Darby Galligan, Senior Planner (dgalligan@cob.org). The County’s responsible person is Hannah Fisk, Program Specialist (HFisk@co.whatcom.wa.us).
4. **STATEMENT OF WORK.** See attached Exhibit A, incorporated herein by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. Each Party will include a line item in their respective annual budgets from 2024 through 2028 to support these services, as shown in **Exhibit B – Financial Commitments**, which is attached hereto and incorporated herein. The terms of Exhibit B are contingent upon annual budget approval by the County and City.
 - B. The City will contribute 50% of the cost for services to the County, which shall not exceed **\$75,000** annually. The Parties agree to commit to a five-year coordinated approach to community-based behavioral health services at the Bellingham Public Library.
 - C. The Parties recognize that community-based behavioral health services are made up primarily of personnel and anticipate cost of living adjustments and wage increases over time.
6. **ACCOUNTING AND AUDIT.** The County 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.
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. 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.** The County 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.
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 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.
11. **CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. 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 Skagit 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.

EXECUTED, this _____ day of _____, 2023, for WHATCOM COUNTY:

DocuSigned by:
Satpal Singh Sidhu 10/6/2023
1192C7C18B664E3...
Satpal Singh Sidhu, County Executive Date

WHATCOM COUNTY:
Recommended for Approval:

DocuSigned by:
Malora Christensen 9/28/2023
00E05E4A7809409...
Malora Christensen, Response Systems Manager Date

DocuSigned by:
Erika Lautenbach 9/29/2023
955C651A30374BD...
Erika Lautenbach, Director Date

Approved as to form:

DocuSigned by:
Royce Buckingham 9/29/2023
1EE5DDBD9542404...
Royce Buckingham, Senior Civil Deputy Prosecutor Date

CITY OF BELLINGHAM:

EXECUTED, this 26th day of September, 2023, for the CITY OF BELLINGHAM:



Seth Fleetwood, Mayor

Attest:



Finance Director

Approved as to Form:



Office of the City Attorney

Departmental Approval





pkc

EXHIBIT A STATEMENT OF WORK

I. Background

Whatcom County Health and Community Services supports the development of healthy youth, families, schools, and communities by reducing risks associated with substance use, mental health conditions, and other behavioral disorders. The County also supports the treatment and stabilization of behavioral health conditions negatively impacting the functioning of individuals and their families.

In addition to reducing risk, integrating protective factors, resilience, and measurable hope into services is essential. These factors help to 'buffer' individuals from risks by fostering individual attachment to peers, family members, schools, and communities. Individuals who feel connected and 'bonded' in those domains experience less likelihood for using drugs, committing crimes, joining gangs, and a range of other unhealthy behaviors. Additional information on Risk & Protective Factors can be found at <https://www.communitiesthatcare.org.au/how-it-works/risk-and-protective-factors>.

Over 1000 individuals come into the Bellingham Public Library each day. In June of 2023 the census was over 32,000 individuals.

II. Scope of Work

The County will issue a Request for Proposals (RFP) to select a provider to engage with impacted community members, support library staff as needed, and provide prevention, intervention and stabilization services, seven days per week, as follows.

1. Services must be provided at the downtown Bellingham Public Library, seven days per week during operation hours (Currently Monday through Thursday, 10:00am through 7:00pm; Friday and Saturday, 10:00am through 6:00pm; and Sunday 1:00pm through 5:00pm).
2. Sustain effective relationships with the Bellingham Central Library staff and community partners. Foster and share leadership among individuals in the community, and build bridges among diverse community members and organizations.
3. Have a working knowledge of substance misuse prevention and prevention science, Opioid and other Substance Use Disorder-related symptoms and effective interventions, and mental health conditions.
4. Provide education and information to clients and the community regarding available resources including transportation options.
5. Assist with the completion of application or related materials to enroll in services in the community as appropriate or possible within the availability of the workload.
6. Provide as-needed support to Library staff during behavioral health incidents.
7. Provide in-the-moment de-escalation and intervention techniques during behavioral health crises.
8. Pro-actively engage with Library patrons to assess needs and respond accordingly.

9. For proposed prevention services, the provider will need to provide sufficient detail to describe the community needs, focus population and target numbers, programs/services and implementation plan, program measurements and evaluation, and collaborations.

The Bellingham Public Library will designate a representative to serve on the selection panel. The final Scope of Work will be negotiated between County and Provider with consultation of the Bellingham Public Library Director. The County will manage the contract with the provider and submit payment requests and provider monthly reports to the City.

III. Reporting

The selected provider will be required to submit documentation of services provided on a schedule established by the County. It is anticipated that reporting will be submitted monthly on a standardized form provided by the County but the schedule may be adjusted based on the proposed services. At a minimum, reports will include:

- a. The number of program participants served
- b. The number of individuals that were referred to another agency.
- c. Outcome measures identified in the Program Proposal that are available at the time of the report.

EXHIBIT B FINANCIAL COMMITMENTS

- I. **Budget.** The City and the County have both committed funds for the services described in Exhibit A. The total estimated cost is \$185,000. These costs will be split proportionally, as follows:
 - a. County – Up to \$110,000 per calendar year and contingent upon annual budget approval
 - b. City – 50% of the cost for services, not to exceed \$75,000 per calendar year and contingent upon annual budget approval.

- II. **Method of Payment**
 - a. The County shall submit a quarterly invoice to the City, which will include the Contractor's breakdown of costs and the Contractor's required report summarizing services performed shall be attached to said invoice.
 - b. Payment shall be based on properly executed quarterly invoice reflecting 50% of the cost of services and outlining cost outlays, including the City and County shares.
 - c. The County 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.
 - d. Invoices shall be sent to 210 Lottie Street – Bellingham, WA 98225 or dgalligan@cob.org.
 - e. 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.
 - f. Neither the City nor the County will cover any costs paid through other sources, including grants or reimbursements.