

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202106003

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8510 Administration / 851000 Administration
Contract or Grant Administrator:	Kathleen Roy
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#:	21.019
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201801023	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	Contract Cost Center:	660430
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):

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 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):	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.
\$ 60,000	
This Amendment Amount:	
\$	
Total Amended Amount:	

Summary of Scope: This agreement provides reimbursement of salaries for the Whatcom Unified Command Logistics Section Chief and Situation Unit staff member.

Term of Contract:	6 Months	Expiration Date:	06/30/2021
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Contract Routing:	1. Prepared by:	JT	Date:	04/16/2021
	2. Health Budget Approval:	KR/JG	Date:	05/04/2021
	3. Attorney signoff:	RB	Date:	05/20/2021
	4. AS Finance reviewed:	M Caldwell	Date:	5/11/2021
	5. IT reviewed (if IT related):		Date:	
	6. Contractor approved:		Date:	
	7. Submitted to Exec.:	JT	Date:	06/02/2021
	8. Council approved (if necessary):	AB2021-291	Date:	06/01/2021
	9. Executive signed:		Date:	<u>6-2-21</u>
	10. Original to Council:		Date:	<u>6-24-21</u>

This Interlocal Agreement (the "Agreement") is made and entered into this day by and between Whatcom County (the "County") and the City of Bellingham (the "City"), collectively referred to as the "Parties".

1. **PURPOSE.** The purpose of this Agreement is to set forth terms and conditions upon which the County will provide CARES Act funding to the City for the provision of logistical and administrative support personnel to Whatcom Unified Command ("WUC") during the COVID-19 pandemic.
2. **SERVICES.** The duties to be performed by City personnel under this Agreement, and County reimbursement therefor, are outlined in **Exhibit A – Scope of Work** and **Exhibit B – Compensation**, which are attached hereto and incorporated herein, which may be amended by either party with mutual, written consent signed by the parties.
3. **TERM OF AGREEMENT.** The start date of this Agreement is January 1, 2021 and shall be in effect through June 30, 2021.
4. **EXTENSION.** The duration of this Agreement may be extended by written amendment signed by both parties.
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:

County's representatives shall be:

Kathleen Roy, Assistant Director
Whatcom County Health Department
509 Girard Street
Bellingham, WA 9225
360-778-6007
kroy@co.whatcom.wa.us

City's representative shall be:

Bill Hewett, Fire Chief
Bellingham Fire Department
1800 Broadway
Bellingham, WA 98225
360-778-8416
bchewett@cob.org

6. **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.
7. **INDEMNIFICATION.** 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 harmless the other party harmless from any such liability. It is further provided that no liability shall attach to either party by reason of entering into this Agreement except as expressly provided herein.

8. **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.

9. **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.

10. **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.

11. **OTHER PROVISIONS.** Both parties will comply with all applicable Federal and State requirements that govern this Agreement.

12. **PUBLIC RECORDS ACT.** All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

13. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EXECUTED THIS 15 day of June, 2021.

CITY OF BELLINGHAM


Seth Fleetwood
Mayor

Attest:


Finance Director

Date

Approved as to Department:


Bill Hewett, Fire Chief

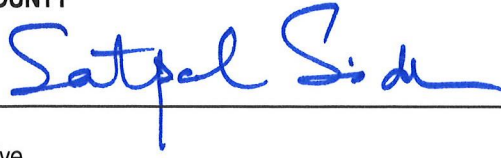
Approved as to form:


Office of the City Attorney

Date

EXECUTED THIS 2nd day of June, 2021.

WHATCOM COUNTY



Satpal Sidhu
County Executive

APPROVED AS TO FORM:

Approved by email RB/JT 05/04/2021
Royce Buckingham, Prosecuting Attorney Date

APPROVED AS TO DEPARTMENT:

Erika Lautenbach 06/02/2021

Erika Lautenbach, Director Date

Exhibit "A"
(Scope of Work)

I. Statement of Work

The City currently staffs the following two WUC positions: (1) WUC Logistics Section Chief; and (2) WUC Situation Unit Staff Member. Duties to be performed, and reimbursed under, this Agreement are as follows:

- A.** Duties of the WUC Logistics Section Chief under this Agreement include:
1. Supervise the volunteer branch and warehouse staff.
 2. Serve as Logistics Committee Co-Chair for the Community Vaccination Clinic (CVC).
 - i. Place orders for resources needed to operate the CVC.
 - ii. Create signage and maps for use at the CVC.
 - iii. Coordinate with BTC staff for site clinic parking and space needs or changes.
 3. Distribute non-operational PPE to care facilities and government departments.
 4. Monitor and order ongoing PPE needs for COVID response.
 5. Place orders to the State Emergency Operations Center for resources and personnel, related to the COVID response.
 6. Pick up orders and make deliveries of orders to WUC operational areas.
- B.** Duties of the WUC Situation Unit Staff Member under this Agreement include:
1. Demobilization Unit Leader duties.
 2. Documentation Unit Leader duties.
 - i. Record meeting minutes for CVC Steering Committee meetings.
 3. Situation Unit duties.
 - i. Monitor Situation Unit email inbox and reply to inquiries.
 - ii. Manage and monitor local and regional COVID data.
 - iii. Develop and update graphs and charts of daily COVID stats.
 - iv. Develop and distribute daily Whatcom COVID Situation Report.
 4. Monitor COVID-Health email inbox and reply to inquiries.
 5. Maintenance of Medical Surge Plan.
 - i. Develop and distribute a bi-weekly Medical Surge Status Report.
 6. Produce and distribute WUC Operational Period Status Report at the start of each Operational Period.
 7. Collaborate with partners in North Region Counties to gather COVID vaccination data.
 - i. Develop and submit weekly COVID Vaccination Regional Situation Report.

Exhibit "A"
(Scope of Work)

I. Statement of Work

The City currently staffs the following two WUC positions: (1) WUC Logistics Section Chief; and (2) WUC Situation Unit Staff Member. Duties to be performed, and reimbursed under, this Agreement are as follows:

A. Duties of the WUC Logistics Section Chief under this Agreement include:

1. Supervise the volunteer branch and warehouse staff.
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 - i. Place orders for resources needed to operate the CVC.
 - ii. Create signage and maps for use at the CVC.
 - iii. Coordinate with BTC staff for site clinic parking and space needs or changes.
3. Distribute non-operational PPE to care facilities and government departments.
4. Monitor and order ongoing PPE needs for COVID response.
5. Place orders to the State Emergency Operations Center for resources and personnel, related to the COVID response.
6. Pick up orders and make deliveries of orders to WUC operational areas.

B. Duties of the WUC Situation Unit Staff Member under this Agreement include:

1. Demobilization Unit Leader duties.
2. Documentation Unit Leader duties.
 - i. Record meeting minutes for CVC Steering Committee meetings.
3. Situation Unit duties.
 - i. Monitor Situation Unit email inbox and reply to inquiries.
 - ii. Manage and monitor local and regional COVID data.
 - iii. Develop and update graphs and charts of daily COVID stats.
 - iv. Develop and distribute daily Whatcom COVID Situation Report.
4. Monitor COVID-Health email inbox and reply to inquiries.
5. Maintenance of Medical Surge Plan.
 - i. Develop and distribute a bi-weekly Medical Surge Status Report.
6. Produce and distribute WUC Operational Period Status Report at the start of each Operational Period.
7. Collaborate with partners in North Region Counties to gather COVID vaccination data.
 - i. Develop and submit weekly COVID Vaccination Regional Situation Report.

Exhibit "B"
(COMPENSATION)

- I. **Budget and Source of Funding:** Funding for this Agreement may not exceed \$60,000. Funds under this contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Washington State Department of Health Emergency Preparedness Response COVID-19 Local CARES Grant (CFDA 21.019). The budget for this Agreement is as follows:

Item	Documents Required with Invoice	Budget
Justin Shields – WUC Logistics Section Chief (salary @ \$37.64/hour + benefits)	GL Detail	\$60,000
Liv Sund – WUC Situation Unit Staff Member (salary @ 21.09/hour + benefits)		
TOTAL		\$60,000

II. **Invoicing:**

1. **Final invoices must be submitted by July 10, 2021.** City shall submit invoices to the County at HL-BusinessOffice@co.whatcom.wa.us. Invoices shall reference this Agreement #.
2. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor.
4. 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.

5. **Duplication of Billed Costs or Payments for Service:** City shall not bill the County for services performed or provided under this contract, and the County shall not pay the City, if the City 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 City is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: City of Bellingham – Whatcom Unified Command COVID-19 Support Interlocal Agreement

DATE: June 2, 2021

Attached is an Interlocal Agreement between Whatcom County and City of Bellingham for your review and signature.

▪ **Background and Purpose**

City of Bellingham staff have provided logistical and administrative support services to Whatcom County Unified Command (WUC) during the COVID-19 pandemic. This contract provides reimbursement of salaries for the WUC Logistics Section Chief and a WUC Situation Unit staff member from January 1, 2021 through June 30, 2021.

▪ **Funding Amount and Source**

Funding for this agreement may not exceed \$60,000. Funds under this agreement are made available by grants awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act, passed through the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). These funds are included in the 2021 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Kathleen Roy, Assistant Director at 360-778-6007 (kroy@co.whatcom.wa.us) if you have any questions or concerns regarding this request.

