

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201702013-3

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Human Resources
Contract or Grant Administrator:	Nanette S. Kallunki
Contractor's / Agency Name:	Daniel A. Swedlow, Summit Law Group

Is this a New Contract? Yes No If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201702013

Does contract require Council Approval? Yes No If No, include WCC: _____
 (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes No If yes, RFP and Bid number(s): RFQ #16-54 Contract Cost Center: 507140

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ \$ 83,399
 Not to exceed \$ 8,400 2017
 Not to exceed \$39,999 2018
 Not to exceed \$35,000 2019

Total Amended Amount:
 \$ 250,197
 Not to exceed \$89,076 each year,
 2020, 2021, and 2022

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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. 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: Legal services for matters relating to labor relations, including collective bargaining and contract negotiation, mediation, binding interest arbitration, or other actions brought by a Union.

Term of Contract: November 6, 2019 Expiration Date: December 31, 2022

Contract Routing:	1. Prepared by: <u>Nan Kallunki</u> <i>SS for NK</i>	Date: <u>10/25/2019</u>
	2. Attorney signoff: _____	Date: <u>10/25/19</u>
	3. AS Finance reviewed: <i>[Signature]</i>	Date: <u>10/25/19</u>
	4. IT reviewed (if IT related): <u>N/A</u>	Date: _____
	5. Contractor signed: <u>Daniel A. Swedlow</u>	Date: <u>10/24/2019</u>
	6. Submitted to Exec.: <u>Nan Kallunki</u>	Date: <u>10/28/2019</u>
	7. Council approved (if necessary): <i>[check]</i>	Date: <u>11.6.19</u>
	8. Executive signed: <i>[check]</i>	Date: <u>11.8.19</u>
	9. Original to Council: <i>[check]</i>	Date: <u>11-15-19</u>

Amendment No. 3

**TO CONTRACT BETWEEN WHATCOM COUNTY AND DANIEL A. SWEDLOW
SUMMIT LAW GROUP**

THIS AMENDMENT to Whatcom County Contract #201702013 is made this 8th day of November 2019, between Whatcom County and Daniel A Swedlow, Summit Law Group, for the purpose of providing professional legal services in matters relating to labor relations and professional labor negotiator services.

1. TERM. This amendment extends the term through December 31, 2022.
2. COMPENSATION: This amendment increases the maximum annual consideration not to exceed \$89,076.
3. OTHER. Unless specifically amended by his agreement, all other terms and conditions of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, Whatcom County and Daniel A. Swedlow, Summit Law Group, have executed this Amendment on the date and year written above.

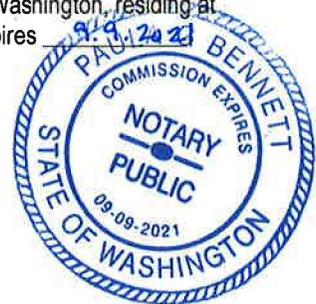
CONTRACTOR:

BY: [Signature]
Daniel A. Swedlow
Summit Law Group

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 24th day of October 2019 before me personally appeared Daniel A. Swedlow known to be the attorney assigned to Whatcom County from Summit Law Group and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Whatcom Co. My commission expires 9-9-2021



WHATCOM COUNTY:

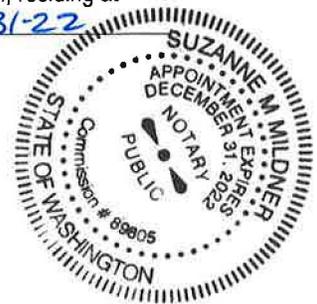
BY: [Signature]
Jack Louws, County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 8th day of November 2019 before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

APPROVED AS TO FORM:

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham My commission expires 12-31-22



[Signature]
Civil Deputy Prosecutor

EXHIBIT "A-3"

SCOPE OF WORK

The Contractor will provide, at the request and direction of Whatcom County Prosecuting Attorney or Human Resources Manager or designee, representation and assistance on matters relating to labor relations, including collective bargaining and contract negotiation, mediation, binding interest arbitration, or other actions brought by a union.

A Special Deputy Appointment by the Prosecutor will be in place prior to the Contractor providing legal advice, negotiating, or other actions that bind on behalf of Whatcom County.

EXHIBIT "B-3"

COMPENSATION

In consideration of the services performed under the terms of this Contract, the Contractor shall be paid \$300 per hour for Contractor's attorney time. Contractor will submit invoices with general description of services and hours. Costs for telephone, faxes, photocopying, computerized legal research, or other costs that are part of the cost of doing business will not be charged.

Travel time will be billed at \$420.00



Karen Sterling Goens
Manager

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Nan Kallunki, HR Associate Manager
DATE: October 25, 2019
SUBJECT: Amendment 3—Contract between Whatcom County and Daniel A. Swedlow

*Karen
for N. Kallunki*

RECEIVED

OCT 28 2019

**JACK LOUWS
COUNTY EXECUTIVE**

Enclosed are two originals of Amendment No. 3 to the Contract between Whatcom County and Daniel A. Swedlow, Summit Law Group for your review and signature.

Background and Purpose

With the addition of a new bargaining unit represented by the Fraternal Order of Police, there are now three labor groups with the right to binding interest arbitration. None of these groups have settled contracts.

Additionally, three other collective bargaining agreements will expire at the end of 2020: Teamster Master, WA State Nurses, and PTE-Local 17. Given the number of open agreements, Human Resources has determined we will gain efficiencies by moving to a single spokesperson at the bargaining table in 2020. Mr. Swedlow is highly qualified and experienced with contract negotiation, mediation, and interest arbitration for both binding and non-binding interest arbitration groups. Kimberly Gearity will serve as chief negotiator for the Ferry agreement which expires at the end of this year.

Funding Amount and Source

Funding comes from the administrative cost allocation to 507140.

Differences from Previous Contract

The proposed amendment extends the agreement with Mr. Swedlow from December 31, 2020 through December 31, 2022 and increases the annual "not to exceed" amount from \$35,000 to \$89,076 per year.

Please contact me at extension 5306, if you have any questions or concerns regarding the terms of this agreement.