

**WHATCOM COUNTY**  
**CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing	
Contract or Grant Administrator:		Chris D'Onofrio	
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"/>		

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

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):	<p>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></p> <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>
\$ 150,000	
This Amendment Amount:	
\$	
Total Amended Amount:	

Summary of Scope: This agreement provides funding for operations associated with the 2024-2025 severe weather shelter.	
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Term of Contract:	5 Months	Expiration Date:	04/30/2025
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Contract Routing:	1. Prepared by:	JT	Date:	10/15/2024
	2. Health Budget Approval	SH	Date:	01/07/2025
	3. Attorney signoff:	Christopher Quinn	Date:	01/14/2025
	4. AS Finance reviewed:	Bbennett	Date:	01/16/2024
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Executive Contract Review:		Date:	
	8. Council approved (if necessary):	AB2025-088	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**INTERLOCAL AGREEMENT FOR  
WINTER SHELTER FACILITY OPERATION 2024-2025  
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:

**WHEREAS**, the 2024-2025 winter season is expected to have greater demand for winter shelter capacity than in past winter seasons; and

**WHEREAS**, the primary function of the winter shelter is to serve as a life-saving intervention during dangerous weather conditions; and

**WHEREAS**, the County seeks to partner with the City of Bellingham to jointly fund operations and staffing of the Winter Shelter;

**NOW THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:**

1. **PURPOSE:** This Agreement sets out the terms of financial assistance provided by the City to the County for operations and staffing of the 2024-2025 Winter Shelter, 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 1/1/2025 to 04/30/2025.
3. **LIAISON.** The City’s responsible person for this Agreement is Samya Lutz, Housing & Services Program Manager ([slklutz@cob.org](mailto:slklutz@cob.org)). The County’s responsible person is Chris D’Onofrio, Housing Program Supervisor ([cdonofri@co.whatcom.wa.us](mailto:cdonofri@co.whatcom.wa.us)).
4. **STATEMENT OF WORK.** See attached Exhibit A, incorporated herein by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.** Each Party has included a line item in their respective annual budgets to support the services as shown in **Exhibit B – Financial Commitments**, which is attached hereto and incorporated herein.
6. **ACCOUNTING AND AUDIT.** The City 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 County 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 City shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. The City shall submit any and all information the County requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of County's request for such information. The City 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 City further covenants that in the performance of this Agreement, no person having such interest will be employed.
9. **NONDISCRIMINATION IN CLIENT SERVICES.** The City 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 City 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, 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 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



## **EXHIBIT A STATEMENT OF WORK**

### **I. Scope of Work**

The County issued a Request for Proposals (RFP 24-82) to select an operator of a nightly winter shelter from November 1, 2024 to March 31, 2025. No operator in Bellingham applied for the RFP. The County will operate a severe weather shelter within the City of Bellingham during the winter of 2024-25. Whatcom County will employ adequate staff and volunteers necessary to perform the requirements of this Scope of Work. These employees and volunteers will be experienced in and/or receive training in issues relating to homelessness, poverty, substance use, domestic violence and recovery, including knowledge of trauma-informed care, harm reduction, non-violent communication and de-escalation skills.

1. The winter shelter will operate at 925 N Forest St. in Bellingham during severe weather conditions, as defined by the County – see Exhibit C (Guiding Assumptions).] Guests will vacate the shelter with their belongings outside of these hours, unless weather conditions make it unsafe to do so.
2. The winter shelter will provide space nightly for approximately 70 guests, with surge capacity during severe weather to be determined by fire department and building inspector officials. Shelter space will be provided on a first-come, first-served basis and offered night-by-night.
3. Shelter guests will be provided with bedding, cots, access to restrooms, meals, light snacks, hygiene supplies and access to behavioral health and resource navigator specialist(s) as available during their stay.
4. Shelter guests will sign and adhere to a code of conduct established by the City and County.
5. Cleaning and laundry services will be necessary to support the nightly winter shelter, as well as security, as needed. These are eligible costs under this Scope of Work.

### **II. Reporting**

The City will require documentation of services provided to operate and staff the Winter Shelter. It is anticipated that basic nightly census reporting will be submitted the day following service; however, the reporting schedule may be adjusted as negotiated between the City and County.

The County's weekly reports will include, at a minimum:

1. Number of shelter guests for each night; and
2. Incidents requiring outside resources or emergency response.

A final close-out report will be submitted to the City by April 30, 2025. The close-out report will include, at minimum:

1. Estimated number of unique guests served; and
2. General observations and lessons learned.

**EXHIBIT B  
FINANCIAL COMMITMENTS**

**I. Budget and Funding Structure**

The County has committed an initial tranche of funds totaling \$450,000 for the services described in Exhibit A.

The City will reimburse the County for staffing and operational costs of the shelter, for an amount not to exceed \$100,000 once the County's has expended the initially committed \$450,000.

Upon full expenditure of \$100,000 from City of Bellingham (as total project cost reaches \$550,000), an additional amount of up to \$50,000 will be provided by the City of Bellingham at a 1:1 ratio to match further expenditures from Whatcom County

<u>Responsibility</u>	<u>Project Cost Range</u>	<u>Note</u>
Whatcom County	Up to \$450,000	Whatcom County pays first \$450,000
City of Bellingham	\$450,000 - \$550,000	City of Bellingham pays next \$100,000
Matching Contributions	\$550,000 - \$650,000	City and County match contributions for next \$100,000

The City's designated liaison may approve other expenses as determined essential to the execution of the contracted project.

**II. Method of Payment**

- a. The County shall submit a monthly invoice to the City, including a detailed breakdown of reimbursable costs including the number of hours worked and their attribution to staff position titles and corresponding payroll costs, receipts or paid invoices for purchased operating supplies, services, and/or equipment. The required report summarizing services performed shall be attached to said invoice.
- b. Payment shall be based on a properly executed invoice reflecting eligible costs.
- c. The County shall submit the invoices, documentation and any necessary reports by the 15<sup>th</sup> of the month, following the period being invoiced, except for January where the same will be due by the 10<sup>th</sup> of the month.
- d. Invoices shall be sent to the City of Bellingham at: 210 Lottie Street – Bellingham, WA 98225 or [babarr@cob.org](mailto:babarr@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.

**EXHIBIT "C"**  
(GUIDING ASSUMPTIONS)

**WHATCOM COUNTY**  
Health and Community Services



Erika Lautenbach, MPH, Director  
Amy Harley, MD, MPH, Health Officer

## SEVERE WEATHER SHELTERS

### Guiding Assumptions:

1. The Health Department Director will determine when severe cold weather conditions pose life-threatening circumstances and severe weather shelter(s) should open. The guidelines below will be used in the decision-making process.
2. The temperature threshold of 32°F forecasted as the overnight low will activate the opening of a severe weather shelter.
3. Temperature ranges collected at the Bellingham Airport from the National Oceanic and Atmospheric Administration (NOAA) will be the only source utilized for determining whether the weather threshold is met.
4. Wind Chill used as a factor for weather threshold is extremely variable due to gusts, nine micro-climates in the county, and challenges with forecasting sustained winds. Wind Chill will be considered and the negotiated contract(s) will define the parameters of when wind conditions may activate shelter opening.
5. Contracted organizations will have final say on whom they serve, within the guidelines of the contract. More vulnerable populations will be prioritized. Capacity constraints of contracted organizations may also limit the number of days a severe weather shelter can be offered.
6. Unique requests (i.e., pets, couples, meals) will be considered, but may not be accommodated due to insufficient contracted organization capacity.
7. Twenty-four hours advance notice, when possible, will be provided to the contracted organization(s) when requesting the opening of a severe weather shelter.
8. Severe Weather shelter(s) will be deactivated when thresholds for forecasted severe weather are no longer met.
9. Nothing prohibits organizations from opening their own shelters during severe weather, but public resources will not be offered without a prearranged contract.

509 Girard Street  
Bellingham, WA 98225-4005  
360.778.6000 | FAX 360.778.6001  
 WhatcomCountyHealth



WHATCOM COUNTY  
**HEALTH AND  
COMMUNITY  
SERVICES**

1500 North State Street  
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[www.whatcomcounty.us/health](http://www.whatcomcounty.us/health)