

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201911033-2

Originating Department:	Council
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Council
Contract or Grant Administrator:	Cathy Halka
Contractor's / Agency Name:	Code Publishing Company
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201911033</u>	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): <u>RFP19-69</u> Cost Center: <u>1100.6630.901</u>	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input checked="" 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 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): \$ <u>38,103</u> This Amendment Amount: \$ <u>18,000</u> Total Amended Amount: \$ <u>56,103</u>	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.
Summary of Scope: _____	
Provide codification services for the Whatcom County Code in online and written formats.	
Term of Contract: 1 year	Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: <u>Cathy Halka</u>	Date: <u>August 10, 2021</u>
	2. Attorney signoff: <u>Karen Frakes (by email)</u>	Date: <u>August 23, 2021</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>8/25/21</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>Cathy Halka</u> ✓	Date: <u>August 30, 2021</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>9-29-21</u>
	7. Council approved (if necessary): <u>Cathy Halka</u> ✓ <u>Y88</u>	Date: <u>September 28, 2021</u>
	8. Executive signed: _____ ✓	Date: <u>9-29-21</u>
	9. Original to Council: _____ ✓	Date: <u>9-30-21</u>

COUNTY ORIGINAL

Whatcom County Contract No.
201911033-2

Amendment No. 2
Whatcom County Contract No. 201911033
CONTRACT BETWEEN WHATCOM COUNTY AND
Code Publishing Company

THIS AMENDMENT is to the Contract between Whatcom County and Code Publishing Company, dated November 27, 2019 and designated "Whatcom County Contract No. 201911033". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through December 31, 2022, and increases the maximum consideration by \$ 18,000 to a total consideration of \$ 56,103.

This Amendment replaces Sections 35.1 and 35.2 of the General Conditions as shown in attached General Conditions (Revisions to 35.1 and 35.2).

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect: January 1, 2022, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Code Publishing Company have executed this Amendment on the date and year below written.

DATED this 30th day of August, 2021.

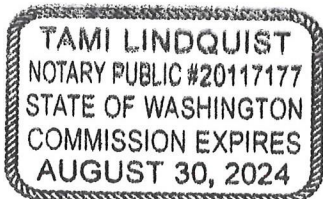
CONTRACTOR:

CODE PUBLISHING COMPANY

Margaret O. Bustion
MARGARET O. BUSTION, PRESIDENT

STATE OF WASHINGTON)
King) ss.
COUNTY OF WHATCOM)

On this 30 day of August, 2021, before me personally appeared Margaret O. Bustion to me known to be the President of the Code Publishing Company and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Tami Lindquist
NOTARY PUBLIC in and for the State of Washington,
Tami Lindquist printed name,
residing at Seattle, WA
My commission expires 08/30/2024

GENERAL CONDITIONS (REVISIONS TO 35.1 AND 35.2)

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Cathy Halka, Legislative Analyst
RE: Amend contract for Code Publishing Services
DATE: August 24, 2021

Enclosed are two (2) originals of a contract amendment between Whatcom County and Code Publishing Company for your review and signature.

- **Background and Purpose**

Code Publishing Company has provided legal publishing services to Whatcom County for approximately twenty-five (25) years, including supplementing, printing, and online code. In 2019, Code Publishing was selected in response to a Request for Proposals (RFP#19-69) to provide services to the County. Contract #201911033 for services in 2020 allows for annual contract renewals for a total of no more than three years. In 2020, the contract was amended to extend services through the 2021 calendar year (#201911033-1). Proposed contract amendment #201911033-2 is the second amendment, which extends the contract through the end of 2022.

- **Funding Amount and Source**

The Council budget includes \$16,103 in funding for this contract amendment. Additional \$1,879 dollars of the contract amount will be available through a continuing appropriation of unused funds in 2021 from PO92970.

- **Differences from Previous Contract**

The contract amendment is the same as last year with two changes. The timeframe of the contract has been extended through December 31, 2022. The 2022 contract amount is \$18,000 and amends the total contract amount to \$56,103. In the General Conditions section of the contract, non-discrimination clauses (35.1 and 35.2) are revised in accordance with Ordinance 2021-016.

Please contact Cathy Halka at extension 5019, if you have any questions or concerns regarding the terms of this agreement.

Encl.