WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201906013

Originating Department:	85 Health				
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services/ 855020 Mental Health				
Contract or Grant Administrator:	Perry Mowery				
Contractor's / Agency Name:	Pioneer Human Services				
Is this a New Contract? If not, is this an Amendment or Renewal Yes ⊠ No ☐ If Amendment or Renewal, (per WCC					
Does contract require Council Approval? Yes ⊠ No ☐ Already approved? Council Approved Date:	If No, include WCC: (Exclusions 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 nu					
Is this contract grant funded? Yes □ No ☑ If yes, Whatcom County grant cor	ntract number(s):				
Is this contract the result of a RFP or Bid process? Yes □ No ☑ If yes, RFP and Bid number(s): 11-	Contract Cost Center: 675300				
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 professi ☐ Contract work is for less than \$100,000. ☐ Contract work is for less than 120 days. ☐ Interlocal Agreement (between Governments).	onal. Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA.				
any prior amendments): \$ 10,056 This Amendment Amount: \$ Total Amended Amount: \$ 3. Bid or aw 4. Equipment 5. Contract is systems a proprietar.	ral required for; all property leases, contracts or bid awards exceeding \$40,000, al service contract amendments that have an increase greater than \$10,000 or at amount, whichever is greater, except when: g an option contained in a contract previously approved by the council. s for design, construction, r-o-w acquisition, prof. services, or other capital costs by council in a capital budget appropriation ordinance. and is for supplies. In this included in Exhibit "B" of the Budget Ordinance s for manufacturer's technical support and hardware maintenance of electronic and/or technical support and software maintenance from the developer of a software currently used by Whatcom County.				
Summary of Scope: The purpose of this agreement is to lease the Cou The location of the center is the northwest comer of the Whatcom Coun					
Term of Contract: 1 Year	Expiration Date: 06/30/2020				
Contract Routing: 1. Prepared by: JT	Date: 04/01/2019				
Attorney signoff: RB	Date: 05/14/2019				
3. AS Finance reviewed: bbenne	Date: 06/06/19				
4. IT reviewed (if IT related):	Date:				
5. Contractor signed:					
6. Submitted to Exec.;	Date: 6-7-19				
7. Council approved (if necessary):	Date: 6-18-19				
8. Executive signed:					
9. Original to Council:	Date: 6-21-/9				



Whatcom County Contract No. 201906013

LEASE AGREEMENT FOR TRIAGE CENTER Pioneer Human Services Behavioral Health

Pioneer Human Services, hereinafter called **Lessee**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 6, Exhibit A (Certificate of Insurance), p. 7.

Copies of these items are attached hereto and incorporated herein by this reference as is fully set forth herein.

The term of this Lease shall commence on the 1st of July, 2019, and shall, unless terminated or renewed as elsewhere provided in this agreement, terminate on the 30th day of June, 2020.

The general purpose or objective of this Agreement is to lease property at the northwest corner of the Whatcom County Jail Work & Triage Center located at 2030 Division Street in Bellingham, Washington, as more fully and definitely described in General Conditions – Paragraph 0.2 for the operation of the Whatcom County Behavioral Health Triage Center.

In consideration for the lease of property specified above, Lessee agrees to pay a total of \$10,056 per year which is divided into payments for rent at \$100 per month (\$1,200 per year) and utilities at \$738 per month (\$8,856 per year).

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day of, 2019.
LESSEE:
Anthony Wright, COO
STATE OF WASHINGTON)) ss. COUNTY OF KING)
On this 30 day of

LESSEE INFORMATION:

Pioneer Human Services 7440 West Marginal Way S Seattle, WA 98108 VICKI L RUSH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 9, 2022

DEPARTMENT APPROVAL	
Anne Olacor	6/4/19
Anne Deacon, Human Services Manager	Date ℓ
Regina Delahunt, Director	0/4/19 Date
	JACK LOUWS
	County Executive
STATE OF WASHINGTON)	
COUNTY OF WHATCOM)	
instrument and who acknowledged to me the a	., 2019, before me personally Executive of Whatcom County and who executed the above act of signing and sealing thereof. Suzance M. Mulduer ARY PUBLIC in and for the State of Washington, ing at Bellingham. Commission expires: 12-31-22
APPROVED AS TO FORM	
Royce Buckingham, Deputy Prosecuting Attorn	ney

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Lease

0.1 Nature of Lease

The purpose of the lease is to establish Whatcom County Behavioral Health Crisis Triage Center (Center). The Center will provide co-located mental health and substance abuse crisis services to people experiencing behavioral health crises 24 hours per day, 365 days per year.

0.2 Property Description:

County, in consideration of the covenants and conditions herein set forth to be performed by Lessee, does hereby demise and let unto Lessee, all of the following-described property: Northwest corner of the Whatcom County Jail Work & Triage Center located at 2030 Division Street, Bellingham, Washington consisting of 5,907 square feet of the 40,000 square foot building.

0.3 Condition of Property:

Lessee has inspected the above-described property and accepts the premises in the condition prevailing on the date of the execution of this Lease.

0.4 Use of Premises:

Lessee, in consideration of the granting of this lease by County for the benefit of the citizens of Whatcom County, hereby understands and agrees that the only type of use or activity to be conducted upon the leased premises by Lessee shall be that of a community behavioral health triage center as specified in a separate contract for social detoxification, Substance Abuse Protective Custody and involuntary commitment services between Lessee and County. Failure of Lessee to perform this type of business within the facility, or cessation of such services, or carrying on other uses or activities without first obtaining a lease modification with County's written approval, shall constitute cause for default under the terms of this lease.

As further consideration for the granting of this lease, Lessee hereby agrees to properly and fairly serve the public, provide suitable services, and manage and operate the Center. Failure of Lessee to so serve the public shall be considered a breach of this clause and thereby constitute a cause for default. The Lessee agrees to maintain any required licenses in good standing and should the lessee lose any license required to provide facility services for any reason it shall be considered a basis for terminating this lease as called for in section 11.4 of this lease.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

This lease shall commence on the 1st day of July 2019 and end on the 30th day of June, 2020, unless sooner terminated according to this agreement.

11.1 Termination for Default:

If the Lessee defaults by failing to perform any of the obligations of this lease or any other contract for services with County, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Lessee in the U.S. mail, first class postage prepaid, terminate the lease. Termination shall be effective as provided in section 11.4 below. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Lessee. The Lessee shall bear any extra expenses incurred by the County in terminating the lease, including all costs for any damage sustained, or which may be sustained by the County by reason of such default.

11.4 Termination of Lease:

This lease shall terminate as follows:

- A. At the expiration of the term of this lease.
- B. Upon the failure of Lessee to correct violations of any condition of this lease after 90 days written notice from the County.
- C. In the event that the County completes the newly constructed Crisis Stabilization Facility within the dates of this lease, the County will provide notice of not less than 60 days to the Lessee of the termination of this lease.

Series 30-39: Provisions Related to Administration of Agreement

30.2 Sub-lease:

Lessee may sublet a portion of the leased facility to other organizations providing compatible services upon written approval of County.

33.1 Right to Review:

This lease is subject to review by any Federal, State, or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The County shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after lease termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. County also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the County, then the County agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Lessee shall carry for the duration of this Agreement, general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00 General Liability & Property Damage for bodily injury- \$1,000,000.00 Professional Liability insurance - \$1,000,000 occurrence/\$1,000,000 aggregate

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Lease:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The County hereby appoints, and the Lessee hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Perry Mowery, Human Services Supervisor Whatcom County Health Department 509 Girard Street Bellingham, WA 98225 360-778-6059 PMowery@co.whatcom.wa.us

37.2 Laws, Permits, and Regulations:

Lessee agrees to comply with all applicable federal, state, county, or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals. Lessee agrees to conform to and

abide by all lawful rules, codes, laws and regulations in connection with its use of said premises and the construction of improvements and operation of Lessee's business thereon and not to permit said premises to be used in violation of any lawful rule, code, law, regulation or other authority.

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.3 Disposition of Improvements at End of Lease:

Lessee shall have the right to remove all equipment, personal property and improvements which may have been placed upon the premises during the period of this lease provided that the same are removed before the lease is terminated and while the lease is in good standing. Any improvements not removed from the premises at the conclusion of the lease shall revert to the County. Leased premises shall be restored by Lessee to conditions prevailing at the time of commencement of the lease, normal wear excepted.

40.4 Utilities:

The County acknowledges that Lessee is providing an improved public service with the relocation of their services to Leased premises. It is the intention of the County that the cost of the Lessee to provide services in the leased facility shall not increase over prior facility costs. Lessee shall annually contribute \$8,856.00 to be applied by County toward the cost of utility services for the facility. County shall review the contribution amount annually and may increase the contribution by an amount not to exceed 3%.

40.5 Janitorial Services:

Janitorial services will be provided by Lessee. Services shall comply with standards established by Whatcom County Facilities Management. Failure of Lessee to meet these standards will result in County performing services and billing the cost of such service to Lessee.

Lessee shall be responsible for routine daily cleaning and housekeeping in the Center and shall on a continuing basis maintain high standards for sanitation as specified by Whatcom County Facilities Management. Lessee shall be responsible for providing all cleaning supplies, light bulbs, paper products, and any other consumable supplies to be used inside the facility.

Inspections of the facility by County will occur as deemed necessary by County. Any deficiencies in housekeeping noted during such inspections or at any other time will be corrected by Lessee in a timely manner. Failure of Lessee to respond in a timely manner will result in County performing services and billing the cost of such service to Lessee. For the purposes of this lease "timely manner" means 5 days or less unless a different duration is mutually agreed to.

Lessee shall be responsible for depositing all trash and garbage in the area marked for such purpose and providing for its removal on a regular basis. County shall provide janitorial services outside the facility. Lessee shall be responsible for the proper disposal of any bio-hazardous wastes in the Center.

40.6 Maintenance of Facilities:

A. County shall maintain the Center in good repair and tenantable condition during the term of this Lease, except in the case of damage caused by the Lessee, its clients, agents, or employees. For the purposes of so maintaining the Center, the County reserves the right at reasonable times to enter and inspect the Center and to make any necessary repairs to the building. Lessee agrees to reimburse County for damages caused by its employees, contractors, licensees, invitees, clients and agents. This paragraph shall not be construed as making Lessee responsible for the repair of normal wear and tear.

- B. County shall perform preventive maintenance on facility throughout the year. Examples include but are not limited to air filter changes; heating unit checks, electrical and plumbing system checks.
- C. Corrective maintenance is performed by County upon request by Lessee to restore facility components to operational condition. Lessee shall submit a work order to request corrective maintenance.

40.7 Access:

County reserves the right of access to the premises for the purpose of securing compliance with the terms of this lease.

40.8 Commit No Waste:

Lessee agrees not to allow conditions of waste and refuse to exist on the above-described premises and to keep the premises in a neat, clean and orderly condition and to be responsible for all damages caused to the leased premises by Lessee, its agents or any third party on the premises at the instance of Lessee.

40.9 Alterations:

No alterations may be made to the Center without written County authorization. County will perform or contract for any alterations. All improvements shall be made at the sole cost and expense of the Lessee.

40.10 Signs:

Lessee agrees that all signs will be designed and placed in accordance with County policy.

40.11 Hazardous Substances:

Lessee shall not keep on or about the premises, for use, disposal, treatment, generation, storage or sale any substances which are hazardous, toxic, harmful, or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Lessee shall be fully liable to County and shall indemnify, defend and save harmless the County and its officials and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, or sale of hazardous substances or that of Lessee's employees, agents or invitees. Breach of this provision shall entitle County to terminate this Lease. This provision shall not apply to properly stored cleaning or office supplies.

41.1 <u>Severability:</u>

If any term or condition of this lease or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this lease are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this lease shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this lease shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 <u>Disputes:</u>

a. General:

Differences between the Lessee and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3 if utilized, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "C" (INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY) 10/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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WHATCOM COUNTY Health Department



Regina A. Delahunt, Director Greg Stern, M.D., Health Officer

RECEIVED

JUN 7 2019

JACK LOUWS

COUNTY EXECUTIVE

MEMORANDUM

TO:

Jack Louws, County Executive

FROM:

Regina A. Delahunt, Director

RE:

Pioneer Human Services – Behavioral Health Triage Center Lease

Agreement

DATE:

June 4, 2019

Enclosed are two (2) originals of a lease agreement between Whatcom County and Pioneer Human Services for your review and signature.

Background and Purpose

This lease agreement is for the Behavioral Health Triage Center, operated by Pioneer Human Services. Pioneer Human Services leases the entire building and provides substance withdrawal management services. Pioneer Human Services also sublets a portion of the facility to Compass Health for the provision of mental health stabilization services. The location of the center is in the northwest corner of the Whatcom County Jail Work and Triage Center at 2030 Division Street in Bellingham.

Funding Amount and Source

Pioneer Human Services will be contributing toward the utilities for this facility and paying a nominal rent of \$100/month for a total of \$10,056. These funds are included in the 2019 budget and as this is a lease agreement, Council approval is required.

Please contact Perry Mowery at extension #6059 if you have any questions regarding this agreement.

Encl.



