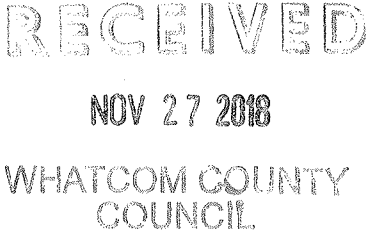


WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-368

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	TWH	11/20/18		12.4.18	FINANCE/Council
Division Head:					
Dept. Head:					
Prosecutor:	COQ	11/20/18			
Purchasing/Budget:	RB	11/20/18			
Executive: TALS		11.27.18			

TITLE OF DOCUMENT:
 Contract agreement between Whatcom County and Domestic Violence and Sexual Assault Services to support the Bellingham Whatcom County Commission Against Domestic Violence.

ATTACHMENTS:
 Contract
 Memo

SEPA review required? () Yes (X) NO	Should Clerk schedule a hearing? () Yes (X) NO
SEPA review completed? () Yes (X) NO	Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Request authority for County Executive to enter into a contract between Whatcom County and Domestic Violence and Sexual Assault Services to support the Bellingham Whatcom County Commission Against Domestic Violence.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:	Related File Numbers:	Ordinance or Resolution Number:
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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.



MEMO:

TO: Whatcom County Council

DATE: November, 20, 2018

FROM: Tawni Helms, Administrative Coordinator 

RE: Domestic Violence and Sexual Assault Services Contract

Background and Purpose:

The Bellingham-Whatcom County Commission Against Domestic Violence was established under Whatcom County Code 2.108. The purpose of the Commission is to provide leadership in the community's effort to reduce and prevent domestic violence.

This contract for services helps fund the administrative, management and support services of the Domestic Violence and Sexual Assault Services. The Domestic Violence Commission will cultivate strong relationships with agencies, institutions, individuals and the community as a whole. Host trainings and conferences, conduct focus groups and utilize research and data to identify new and effective approaches to evaluate project outcomes. They will coordinate public outreach and education. They will work with schools and support community efforts to for effective and accessible domestic violence perpetrator treatment.

Funding Amount and Source:

The 2019-2020 budget has allocated \$60,000 for each year for a total of \$120,000 for the biennium budget term. Funding source is the General Fund.

Requested Action:

Seeking Council approval for the 2 year agreement with the Domestic Violence and Sexual Assault Services.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201811024

Originating Department:	Executive Office
Division/Program: (i.e. Dept. Division and Program)	Non-Departmental
Contract or Grant Administrator:	Tawni Helms, Admin. Coordinator
Contractor's / Agency Name:	Domestic Violence and Sexual Assault Services

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

Does contract require Council Approval? Yes No 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 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? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 4050

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

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 type="checkbox"/> Interlocal Agreement (between Governments). | |

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 120,000
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ _____

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: This two year agreement between Whatcom County and Domestic Violence and Sexual Assault Services is for support of the Bellingham Whatcom County Commission Against Domestic Violence.

Term of Contract:	2 year Agreement	Expiration Date:	12/31/2020
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Contract Routing:	1. Prepared by: TWH	Date: 11/19/18
	2. Attorney signoff: <i>Cree</i>	Date: 11/20/18
	3. AS Finance reviewed: <i>bbennett</i>	Date: 11/20/18
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____ ✓	Date: 11-21-18
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Whatcom County Contract No.
201811024

**CONTRACT FOR SERVICES
DOMESTIC VIOLENCE & SEXUAL ASSAULT SERVICES
for the Bellingham-Whatcom County Commission Against Domestic Violence**

Domestic Violence & Sexual Assault Services, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 10,
- Exhibit A (Scope of Work), pp. 11 to 12,
- Exhibit B (Compensation), pp. 13.

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

The term of this Agreement shall commence on the 1st day of January, 2019, regardless of the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to support the Bellingham Whatcom County Commission Against Domestic Violence, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement shall not exceed \$60,000 for year one (2019) and \$60,000 for year two (2020) for a total not to exceed \$120,000. **The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.**

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 this ____ day of _____, 20 ____.

CONTRACTOR:
Domestic Violence & Sexual Assault Services

Karen Burke, Executive Director, DVSAS

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared Karen Burke, to me known to be the Executive Director of Domestic Violence & Sexual Assault Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____.

AND:
Domestic Violence Commission


Susan Marks, Director, DV Commission

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally appeared Susan Marks, to me known to be the Director of Domestic Violence Commission and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at _____ My commission expires _____

Approved as to form:

 11/20/18

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20_____, 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.

NOTARY PUBLIC in and for the State of Washington, residing at _____ My commission expires _____

CONTRACTOR INFORMATION:
Domestic Violence Commission
Susan Marks, Director
1407 Commercial St.
Bellingham, WA 98225
Contact Phone: 312-5700 Ext. 202
Contact FAX: 312-5770
Contact Email: smarks@dvcommission.org
Contract for Services
Domestic Violence & Sexual Assault Services

GENERAL CONDITIONS

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

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract 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 Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. 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 Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this 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 County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

When the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract 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 Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor 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 Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:

Property Damage - \$500,000.00 per occurrence;
General Liability & Bodily Injury- \$1,000,000.00 per occurrence.

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 non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

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, 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, age, marital status, disability, 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, 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, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; 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; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

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 Contract:

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

The County hereby appoints, and the Contractor 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:

Tawni Helms, Administrative Coordinator
Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law:

Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at <http://epls.arnet.gov/>.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of \$100,000 or more and sub contracts for \$25,000 or more if the primary contract is for \$100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

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.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract 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 contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract 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 Disputes:

a. General:

Differences between the Contractor 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.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy

available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

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 , 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, if utilized, 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 "A"
(SCOPE OF WORK)

1. Background

The Bellingham-Whatcom County Commission Against Domestic Violence was established under Whatcom County Code (2.108). The purpose of the Commission is to provide leadership in the community's effort to reduce and prevent domestic violence. The Commission Against Domestic Violence is made up of twenty-eight members from a variety of community sectors. Commission members are leaders in their agencies and disciplines, and use their expertise and influence to improve the community response to domestic violence. Whatcom County will reimburse Domestic Violence & Sexual Assault Services (DVSAS) for services provided in support of the Bellingham Whatcom County Commission Against Domestic Violence. Once accomplished, deliverables should be itemized on invoice.

II. Statement of Work

A. Domestic Violence & Sexual Assault Services (DVSAS) – Administrative Support

Domestic Violence & Sexual Assault Services will provide administrative support and space for DV Commission staff and members, including:

- Fiscal oversight, accounting services, payroll, and employee benefits
- Reception services
- Office space, equipment, office supplies
- Information technology support, including telephone, internet, and server
- Management of personnel files, and personnel policies and procedures
- Liability insurance

The county's portion of the divorce filing fee intended for Domestic Violence Prevention Services will be used to pay for these services in compliance with RCW 70.123.020.

B. Domestic Violence Commission (DVC) - Administrative

Administrative - The DV Commission Executive Committee and Director will be responsible for:

- Developing and monitoring budgets, and ensuring appropriate use of DV Commission finances
- DV Commission staff, including hiring, supervising, setting salaries, and conducting evaluations
- Leading and providing oversight to development and implementation of the DV Commission's mission, strategic plan, and projects.

C. Domestic Violence Commission (DVC) – Deliverables

The Commission will seek the following deliverables in support of the Commission's goals:

- Connect institutions, stakeholders, and communities to collectively increase understanding and effectiveness of community responses for sexual and domestic violence
- Transform systems to ensure best practice prevention and responses for sexual and domestic violence
- Foster safety, well-being, and justice for survivors and communities

I. General

- Host engaging Commission meetings with opportunities for learning, collaboration, and implementing meaningful change
- Maintain communications including website and social media
- Nurture partnerships and solidarity with grassroots and culturally-specific organizations
- Serve as a member on Lummi Domestic Violence Task Force, Project Safer, Domestic Violence Resource Network, and other related community efforts
- Seek and include survivor input at various stages and elements of Commission initiatives

II. Education and data

- Provide annual presentations for elected officials in all jurisdictions in Whatcom County on local incidence rates, impact on local communities, and local resources to increase safety, justice, and access
- Seek opportunities to promote and leverage the DV Toolkit for Faith Communities with at least 3 new faith communities
- Seek opportunities to promote and leverage the DV in the Workplace policies and procedures with at least 3 new workplaces
- Promote and support attendance of local professionals at related trainings and events, including: Lummi Victims of Crime Annual Conference; Washington State Coalition Against Domestic Violence (WSCADV) Annual Conference; and annual King County DV Symposium.
- Develop and publicize an annual report that includes local data on incidents and impacts of domestic and sexual violence, data on high risk domestic violence, and
- Develop and publicize data and on domestic and sexual violence and vulnerable populations, along with practices to reduce impacts and increase access locally; data to include: impact of immigration policy on reporting of DV/SA; impact of homelessness on vulnerability to DV/SA; gender biases in responses to DV/SA, especially related to alcohol/substance use, including impacts on identification of predominant aggressors, and victim defendants; and data and stories on local missing and murdered indigenous women

III. Children & Youth

- Host a Youth Summit for at least 100 high school students from Whatcom County to learn about consent, sexual assault, bystander intervention, and local resources
- Develop tools for schools and community professionals to include information about healthy relationships and consent in related youth prevention effort, and engage in dialogue about these topics with youth
- Support increased school partnerships with culturally-specific supports and activities, including Lummi Victims of Crime and Queer Youth Project
- Develop and support adoption of K-12 prevention and response policies in Blaine, Ferndale, and Mt. Baker School Districts
- Develop Safe Futures Toolkit to support implementation of prevention and intervention efforts in additional school districts
- Host a full-day training for at least 20 elementary and secondary school and community counselors
- Facilitate and support attendance of school and community staff at relevant local and national trainings
- Engage school and youth program staff in participating in learning community on restorative justice to address DV/SA, with at least 5 professionals in these roles attending

IV. Legal & justice systems

- Develop a strategic plan that prioritizes recommendations from the Whatcom County National Sexual Assault Demonstration Audit, including recommendations from 2007 Domestic Violence Audit of the Whatcom County Prosecutor's Office
- Develop processes for stream-lining and enhancing community coordinated response communications and meetings to improve case outcomes and reduce trauma for survivors, including: Sexual Assault Response Team (SART), DV High Risk Team (DVHRT), and DV/SA case consultation meetings
- Provide community education about and conduct case reviews of local domestic violence homicides as applicable
- Host a series of local trainings about sexual assault to be attended by at least 18 law enforcement, 6 prosecutors, 6 forensic nurses, and 12 advocates on topics including: forensic interviewing, jury selection, and use of expert witnesses
- Explore barriers that occur when legal systems need interpretation/translation to engage with local survivors, and identify local options for increasing access
- Host a learning community about the use of restorative justice to address domestic and sexual violence cases, with at least 10 local legal professionals participating in a series of 6 educational opportunities
- A minimum of 1 staff and 3 members participate in DVSA's steering committee to implement, oversee, and assess its DV offender treatment program

Increase understanding of barriers to safety and justice for Native survivors due to limitations on tribal jurisdictions placed by the Violence Against Women Act (VAWA), and identify local options for increasing access

**EXHIBIT B
(COMPENSATION)**

The Contract Number shall be included on all billings or correspondence. The maximum consideration for this contract is \$60,000.00 for year one (2019) and \$60,000.00 for year 2 (2020).

Allowable expenses include reimbursement for items listed below that can be directly linked to services rendered as described in Exhibit A (Scope of Work). Receipts required for all reimbursement.

Domestic Violence & Sexual Assault Services

(Overhead expenses incurred by the Domestic Violence & Sexual Abuse Services as outlined in Exhibit E Budget)

Administrative Fees (to be billed at 10% of DV Commission Salaries)	\$ 7,157
Occupancy	\$ 1,177
Telephone/Internet	\$ 360
Office Supplies	\$ 230
Postage	\$ 15
Liability Insurance	<u>\$ 430</u>
DVSAS Subtotal	\$ 9,369

Domestic Violence Commission

Actual personnel costs for dedicated Domestic Violence Commission staff (payroll records required)	\$42,281
Supplies (copies, printing/publications, website, office supplies, equipment, membership/dues)	\$ 1,000
Travel/Training incurred by Domestic Violence Commission	\$ 2,500
Meeting expenses incurred by Domestic Violence Commission when appropriate for facilitation	\$ 500
Promotion	\$ 850
Professional Services acquired by Domestic Violence Commission	<u>\$ 3,500</u>
DVC Subtotal	\$50,631

Total budget allowed for each year of 2019-2020 agreement \$60,000

Compensation will be paid as reimbursement only upon receipt of invoice sent to the Whatcom County Executive, 311 Grand Avenue, Suite 108, Bellingham, WA 98225 detailing allowable expenditures as outlined in Exhibit A.

Invoices will include documentation demonstrating completion of deliverable(s) and receipts as appropriate including registration fees or other documentation of professional training expenses. Travel reimbursement must include dates of travel, starting point, destination and purpose of travel. Lodging and meal costs shall not exceed the U.S. General Services Administration domestic Per Diem Rates (www.gsa.gov) specific to location. Mileage will be reimbursed at the current GSA rate (www.gsa.gov).

Domestic Violence and Sexual Assault Services will provide the Whatcom County Executive Office with monthly invoices which include the DV Commission's monthly activities. The DV Commission will provide the Whatcom County Executive and Council members with annual activity reports on progress of scope and deliverables stated above, and including county-wide data related to domestic violence (including high-risk domestic violence).

EXHIBIT "C"
Certification of Insurance

EXHIBIT D
E-Verify Declaration

Firm Name: _____

Proposal/Bid/Invitation/Solicitation No. _____

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

EXHIBIT E
BUDGET

2019 DRAFT Operational Budget - DV Commission

REVENUE		General	
	City of Bellingham	\$	60,000
	Whatcom County	\$	60,000
	City of Ferndale	\$	5,000
	US DOJ Grants	\$	-
TOTAL REVENUE		\$	125,000
EXPENSES		General	
Personnel			
	Salaries	\$	74,213
	Benefits	\$	7,928
	Payroll Taxes	\$	7,421
	Retirement	\$	2,969
TOTAL PERSONNEL		\$	92,531
Travel and Training			
	Professional Development	\$	6,000
	Travel/Mileage	\$	700
TOTAL TRAVEL & TRAINING		\$	6,700
Equipment and Facility			
	Non-Capitalized Equipment	\$	1,000
	Occupancy Costs	\$	2,353
	Telephone/Internet	\$	780
TOTAL EQUIPMENT & FACILITY		\$	4,133
Supplies			
	Office Supplies	\$	960
	Postage	\$	90
	Conferences/Trainings/Meetings	\$	1,500
TOTAL SUPPLIES		\$	2,550
Other			
	Insurance	\$	860
	Membership/Dues	\$	500
	Printing/Publications	\$	1,000
	Promotion	\$	1,805
	Professional Fees - DVSAS Admin Support	\$	7,421
	Consultants/Professional Fees - General	\$	7,500
TOTAL OTHER		\$	19,086
TOTAL EXPENSES		\$	125,000