

**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. 2018-031

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	SL	12/18/2017	<b>RECEIVED</b>  <b>JAN 09 2018</b>  <b>WHATCOM COUNTY COUNCIL</b>	1/16/18	Council
Division Head:	<i>[Signature]</i>	12/18/17			
Dept. Head:					
Prosecutor:	KNF <i>[Signature]</i>	12/19/2017			
Purchasing/Budget:	Bb <i>[Signature]</i>	12/19/17			
Executive:	<i>[Signature]</i>	1. 8. 18			

**TITLE OF DOCUMENT:**

**ATTACHMENTS:**

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

This is the last year of this contract, and it will be phased out over the course of the calendar year. In the past, Pacific Northwest Guardian Ad Litem LLC was paid an hourly rate for their work, however, this contract provides for a monthly fee per case as this contract is exhausted. This provides for adequate compensation for the work being performed, and reduces costs over the course of the calendar year. Contractor shall be paid \$95.23 per case for professional Guardian Ad Litem services for youth subject to dependencies in Whatcom County Superior Court, not to exceed \$80,000 within the calendar year.

**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](http://www.co.whatcom.wa.us/council).



RECEIVED

JAN 2 - 2018

JACK LOUWS  
COUNTY EXECUTIVE

MEMORANDUM

**TO:** Jack Louws, County Executive  
**FROM:** David Reynolds, Director  
**RE:** Professional Services Agreement Amendment with PNW GAL, LLC  
**DATE:** December 18<sup>th</sup>, 2017

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Enclosed are two (2) originals of the Professional Services Agreement Amendment between Whatcom County, *Pacific Northwest Guardian Ad Litem* LLC for your review and signature.

▪ **Background and Purpose**

The purpose of this contract is to provide professional Guardian Ad Litem Services for youth subject to dependency actions in Whatcom County Superior Court.

**Funding Amount and Source**

This contract shall not exceed \$80,000 in the 2018 calendar year.

▪ **Differences from Previous Contract**

This is the last year of this contract, and it will be phased out over the course of the calendar year. In the past, PNWGAL was paid an hourly rate for their work, however, this contract provides for a monthly fee per case as this contract is exhausted. This provides for adequate compensation for the work being performed, and reduces costs over the course of the calendar year. Contractor shall be paid \$95.23 per case

Please contact me at extension 5565 if you have any questions or concerns regarding the terms of this agreement,

Encl.

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

201007012-8

Originating Department:	Superior Court	
Division/Program: (i.e. Dept. Division and Program)	Pacific Northwest Guardian Ad Litem LLC	
Contract or Grant Administrator:	David Reynolds, Director	
Contractor's / Agency Name:	Pacific Northwest Guardian Ad Litem LLC	
Is this a New Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Original Contract #: <u>201007012</u>
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s): <u>13-78</u>	Contract Cost Center: _____
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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"/> 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>95.23 per case not to exceed \$80,000</u> This Amendment Amount: \$ <u>0</u> Total Amended Amount: \$ <u>95.23 per case not to exceed \$80,000</u>	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> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies or equipment included approved in the budget. 4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This is the last year of this contract, and it be will be phased out over the course of the calendar year. In the past, PNWGAL was paid an hourly rate for their work, however, this contract provides for a monthly fee per case as this contract is exhausted. This provides for adequate compensation for the work being performed, and reduces costs over the course of the calendar year. Contractor shall be paid \$95.23 per case for professional Guardian Ad Litem services for youth subject to dependencies in Whatcom County Superior Court, not to exceed \$80,000 in the calendar year.		
Term of Contract:	<u>1 year</u>	Expiration Date: <u>December 31, 2018</u>

Contract Routing:	1. Prepared by: <u>Stephanie Lewis</u>	Date: <u>12/18/2017</u>
	2. Attorney signoff: <u>KNF</u>	Date: <u>12/19/2017</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>12/19/2017</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>[Signature]</u>	Date: <u>12/27/17</u>
	6. Submitted to Exec.: _____	Date: <u>1-2-18</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

COUNTY ORIGINAL

Whatcom County Contract No.

201007012-8

Amendment ~~7~~ 8

Whatcom County Contract No. 201007012

CONTRACT BETWEEN WHATCOM COUNTY AND  
PACIFIC NORTHWEST GUARDIAN AD LITEM, LLC

THIS AMENDMENT is to the Contract between Whatcom County and PACIFIC NORTHWEST GUARDIAN AD LITEM, LLC, dated and designated "Whatcom County Contract No. 201007012". 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, 2018.

Contractor shall be paid \$95.23 per case, per month and shall not exceed \$80,000 during the calendar year.

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, 2018, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and \_\_\_\_\_ have executed this Amendment on the date and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

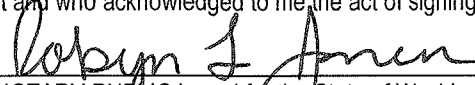
CONTRACTOR:

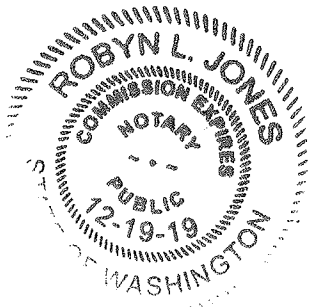
PACIFIC NORTHWEST GUARDIAN AD LITEM, LLC

  
\_\_\_\_\_  
Stacy Ziegler, President

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF WHATCOM        )


On this ~~27~~<sup>27</sup> day of ~~January~~<sup>December</sup>, 201~~7~~<sup>8</sup>, before me personally appeared Stacy Ziegler to me known to be the President of the Pacific Northwest Guardian Ad Litem 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  
Bellingham. My commission expires 12-19-19.



**WHATCOM COUNTY:**

Approved as to form:

 12.19.17  
Department Director Date

 12/30/17  
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 \_\_\_\_\_, 2016, 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:**

CONTRACTOR

PACIFIC NORTHWEST GUARDIAN AD LITEM, LLC.

222 Grand Avenue Suite E  
Bellingham, WA 98226





## ADDITIONAL REMARKS SCHEDULE

AGENCY  POLICY NUMBER AM9234437		NAMED INSURED PACIFIC NW GUARDIAN AD LITEM LLC 114 W MAGNOLIA ST STE 412 BELLINGHAM, WA 98225	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 12/28/2017	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WAIVERS:  
 THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.