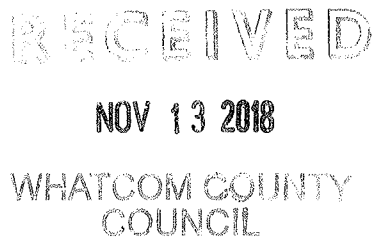


WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-339

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JT	10/4/18		11/20/18	Finance/Council
Division Head:	CAO	10/23/18			
Dept. Head:	RD	10/23/18			
Prosecutor:	Z.S.	10/26/18			
Purchasing/Budget:	BB	10/26/18			
Executive:	[Signature]	11/9/18			

TITLE OF DOCUMENT:

Agreement between Whatcom County and City of Bellingham for Maintenance and Operation of the Crisis Triage Facility.

ATTACHMENTS:

1. Memo to County Executive
2. Contract Information Sheet
3. 2 Originals of Contract

SEPA review required? () Yes (X) NO
 SEPA review completed? () Yes () NO

Should Clerk schedule a hearing? () 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.)

The agreement provides funding for ongoing maintenance and operations of the Crisis Triage Facility at 2030 Division Street in Bellingham.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #:

Related File Numbers:

Ordinance or Resolution Number:

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.



MEMORANDUM

RECEIVED

OCT 29 2018

JACK LOUWS
COUNTY EXECUTIVE

TO: Jack Louws, County Executive
FROM: ^{RAD} Regina A. Delahunt, Director
RE: City of Bellingham – Crisis Triage Facility
DATE: October 23, 2018

Enclosed are two (2) originals of an agreement between Whatcom County and the City of Bellingham for your review and signature.

▪ **Background and Purpose**

This contract provides funding of all aspects of the ongoing maintenance and operation of the Crisis Triage Facility. Whatcom County leases the Crisis Triage Facility located at 2030 Division Street in Bellingham to a treatment provider who offers behavioral health treatment on-site, 24 hours daily, seven days weekly. Services provided at this facility are intended to assist adults who are experiencing a behavioral health crisis and who can be managed successfully in this setting. These services are also intended to divert individuals when appropriate, from hospital utilization, arrest, or incarceration.

▪ **Funding Amount and Source**

This contract provides partial funding in the amount of \$59,000 for all aspects of the ongoing maintenance and operation of the Crisis Triage Facility. These funds are included in the 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Anne Deacon at extension #6054 if you have any questions regarding this agreement.

Encl.



**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201810022

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855020 Mental Health
Contract or Grant Administrator:	Anne Deacon
Contractor's / Agency Name:	City of Bellingham

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes 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 Approval Date: _____ (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: _____

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 professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 59,000
 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: The purpose of this contract is to provide funding for ongoing maintenance and operation of the Crisis Triage Facility located at 2030 Division Street in Bellingham.

Term of Contract:	1 Year	Expiration Date:	12/31/2019
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Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>10/4/18</u>
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: <u>Bennett</u>	Date: <u>10/26/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>by City</u> ✓	Date: <u>10-17-18</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>10-29-18</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

INTERLOCAL FINANCIAL ASSISTANCE AGREEMENT FOR
CRISIS INTERVENTION SERVICES
CITY OF BELLINGHAM - WHATCOM COUNTY

WHATCOM COUNTY
CONTRACT NO.
201810022

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the "City"), with offices at 210 Lottie Street, Bellingham, Washington 98225, and **WHATCOM COUNTY**, a political subdivision of the State of Washington, acting through the Whatcom County Health Department, (hereinafter the "Recipient"), located at 509 Girard Street, Bellingham, Washington 98225, in consideration of the mutual covenants herein, do agree as follows:

1. **PURPOSE.** This Agreement sets out the terms of financial assistance provided by the City to the Recipient to assist the latter in providing programs and services that address alcoholism and other drug addictions as further detailed in Exhibit A "Scope of Work", attached hereto and incorporated herein by this reference.

2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2019 through December 31, 2019. 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.

3. **LIAISON.** The City's Project Manager for this Agreement is Renee Firos. The Recipient's responsible person is Anne Deacon, Human Services Manager.

4. **SCOPE OF WORK.** See attached Exhibit A, incorporated herein by this reference.

5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. The financial assistance provided to the Recipient shall not exceed **\$59,000**. The city's share of liquor taxes and profits in the amount of \$22,000 is included in this total and authorized in RCW 71.24.555.

 - B. The City agrees to financially assist the Recipient only for activities specified in Exhibit A. Payment shall be based on four separate properly executed quarterly invoices. The Recipient shall submit the invoices, documentation and any necessary reports by the 15th of the month following the period being invoiced, except for January where the same will be due by the 10th of the month. The City will make payment to the Recipient no more than thirty (30) days after said reimbursement request is received and approved by the City.

6. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.
7. **ACCOUNTING AND AUDIT.** The Recipient agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.
8. **INDEMNIFICATION AND INSURANCE.** The Recipient agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Recipient, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Recipient will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

Recipient specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

9. **COMPLIANCE WITH LAWS.** The Recipient shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. Recipient shall submit any and all information the City requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of City's request for such information. The Recipient covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Recipient further covenants that in the performance of this Agreement, no person having such interest will be employed.
10. **NONDISCRIMINATION IN CLIENT SERVICES:**

The Recipient shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or

subcontractor. The Recipient shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

11. TERMINATION; REDUCTION IN FUNDING.

- A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced, or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.
- C. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

12. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party; provided, however, that the City acknowledges that the Recipient contracts with service providers to operate the crisis intervention services that are partially funded by this Agreement and the City consents to such arrangement.

13. VENUE STIPULATION. This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court, Washington.

14. STATUS OF RECIPIENT. Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Recipient shall be deemed an independent

contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

EXECUTED this ____ day of _____, 2018, for **WHATCOM COUNTY**.

Jack Louws, Whatcom County Executive Date

APPROVED AS TO FORM:

Royce Buckingham, Prosecuting Attorney *10-24-18*
Date

APPROVED AS TO PROGRAM:

Anne Deacon *10/23/18*
Anne Deacon, Human Services Manager Date

APPROVED AS TO DEPARTMENT:

Regina Delahunt *10/23/18*
Regina Delahunt, Director Date

EXECUTED this 17th day of October, 2018, for the **CITY OF BELLINGHAM**.

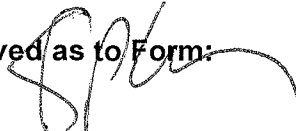

Kelli Linville, Mayor

10/17/18
Date

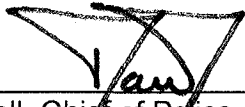
Attest:


Finance Director

Approved as to Form:


Office of the City Attorney

Departmental Approval:


David Doll, Chief of Police
Bellingham Police Department

10.16.2018
Date

Exhibit A Statement of Work

I. Background:

Recipient owns the Crisis Triage Facility located at 2030 Division Street, Bellingham, Washington. Recipient leases the facility to a treatment provider who offers behavioral health treatment on-site 24 hours daily, seven days weekly. Services provided at this facility are intended to assist adults who are experiencing a behavioral health crisis, and who can be managed successfully in this setting. These services are also intended to divert individuals when appropriate, from hospital utilization, arrest or incarceration.

Services provided at the Crisis Triage Facility include:

1. Eight beds dedicated to providing sub-acute detox services to adults.
2. Medication-assisted treatment to mitigate the symptoms of Opiate withdrawal and stabilize recovery.
3. Five beds dedicated to providing mental health stabilization services to adults. Many of these adults are also challenged with substance use disorders that may exacerbate their symptoms of mental illness. Co-occurring treatment is offered to ensure comprehensive care to these individuals.
4. Discharge planning and connection to community or in-patient treatment providers offered to optimize client recovery and stabilization.

Law Enforcement officials may directly refer and transport individuals to the Crisis Triage Facility as they deem appropriate, and as accepted by the facility.

II. Scope of Work:

This contract provides partial funding of all aspects of the ongoing maintenance and operation of the Crisis Triage Facility as set forth in the Background section above.