

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

2.2501015

Originating Department:	35 Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	3540 Bureau of Support Services / 354011 Records
Contract or Grant Administrator:	Undersheriff Steve Harris
Contractor's / Agency Name:	Attorney General of Washington
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____	
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? If yes, grantor agency contract number(s): K16836 CFDA#: _____	
Is this contract grant funded? If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> 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"/> Goods and services provided due to an emergency	
<input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" 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): \$ 125,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ 125,000	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 Cy Pres award is coming from a court ordered settlement decree. The Sheriff's office was awarded \$125,000 to use solely to promote firearms safety, combat gun violence, or support victims of gun violence.	
Term of Contract: date of last signature	
Expiration Date: two years from receipt of monies	

Contract Routing:	1. Prepared by: Donna Duling	Date: 12/19/24
	2. Attorney signoff: Approved by email BW/D	Date: 12/17/24
	3. AS Finance reviewed: Approved via email AT/DD	Date: 12/31/24
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.: <u>Stegen</u>	Date: 3.27.25
	7. Council approved (if necessary): <u>AB 2025 - 016</u>	Date: 3.11.25
	8. Executive signed: <u>Sidhu</u>	Date: 03.27.25
	9. Original to Council:	Date: _____

**WHATCOM COUNTY
SHERIFF'S OFFICE**
DONNELL "TANK" TANKSLEY
Sheriff



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225
(360) 778-6600

MEMORANDUM

To: Satpal Sidhu, County Executive

From: Donnell Tanksley, Sheriff *SDT*

Date: February 28, 2025

Subject: Agreement with the Attorney General of Washington
Cy Pres Funding

Enclosed for your review and signature is one (1) original agreement between Whatcom County and the Attorney General of Washington

Background and Purpose

This agreement is a result of a one-time funding opportunity that was applied for. According to the application, "the Attorney General's Office brought a lawsuit against Federal Way Discount Guns and its owner after they illegally sold high-capacity magazines to the public. The case ultimately settled and the Court entered a Consent Decree that allowed the Attorney General to distribute a portion of the settlement funds *cy press* to local law enforcement agencies to assist in promoting firearms safety, combating gun violence, and supporting victims of gun violence."

Funding Amount and Source

\$125,000 funding from the Attorney General of Washington. Approved plan for funds:

Voluntary firearm turn-in program (exchange for gift cards): \$25,000
Secure firearm storage room for WCSO property/evidence room: \$60,000
Secure home & vehicle storage for WCSO owned firearms: \$30,000
Firearm handling & storage classes for the public (to include free gun locks and/or safes): \$10,000

Differences from Previous Contract

This is the first agreement of this kind for the Sheriff's Office.

Please contact Undersheriff Steve Harris at extension 6718 if you have any questions or concerns regarding the terms of this agreement.

**WHATCOM COUNTY
CONTRACT NO.**

202501015

AGREEMENT

Tax Status: Whatcom County Sheriff's Office confirms it is currently registered as a State Government Agency with the Internal Revenue Service. Should there be any change to your organization's status, you must advise us immediately. Likewise, if there are any changes in your organizational leadership or key personnel during the funding term, please inform our office immediately.

Use of Funds: As explained in the application materials, Whatcom County Sheriff's Office is required to use these funds solely to promote firearms safety, combat gun violence, or support victims of gun violence in the manner detailed in your application. Whatcom County Sheriff's Office shall adhere to its application for funding to **host gun buy-back event(s), build firearm storage, secure home and vehicle solutions for Sheriff's Office owned firearms, and host personal firearm handling/storage classes for the public with free gun locks and/or safes.** Funds and earnings thereon may not be expended, borrowed, pledged, or transferred for any reason other than carrying out the purpose for which they were awarded. Funds may not be used for lobbying or for any political purposes. The funds are not for general operating costs or for planning. Funds may not be used to supplant existing funding for ongoing projects or programs. It may not be used to supplement general operational or administrative costs, or for salaries, benefits, overhead, or infrastructure, except in the delivery of contracted services that support the development of technology, partnership and program coordination, outreach and education delivery, and/or data recovery and analysis specifically for the activities specified in your application.

Payment of Funds: The funds shall be disbursed to your organization via check within approximately 10 business days of the return of this signed agreement. Funds are to be expended within 24 months of issuance.

Record Keeping and Certification: The funds must be tracked separately from any other monies; Whatcom County Sheriff's Office is required to keep a detailed accounting of their use, supported by source documentation. Whatcom County Sheriff's Office agrees to retain documentation to support all expenditures made with the funds, including receipts and invoices. Whatcom County Sheriff's Office also agrees that if requested, it will make their books and records related to the funds available for State Auditor inspection at no cost and at reasonable times and upon notice of no less than five business days.

Reporting: At the end of the 24-month funding period, **Whatcom County Sheriff's Office** will return any funds that remain unspent, regardless of the status of the project. By December 31, 2026, or three months after the funds are fully expended, **Whatcom County Sheriff's Office** agrees to prepare a report, utilizing the attached template, certifying the use of the funds. The Final Funding Certification should be sent to Cherie Norris, AGO Grants Coordinator and Supervisor, at the Washington State Attorney General's Office, via email FISGrants@atg.wa.gov.

Responsibilities of the Parties: Each party of this agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this agreement. Neither party will be considered the agent of the other party to this agreement.

Public Records: Records related to the award of these funds and this agreement are public records and will be disclosed by both parties upon request, pursuant to RCW 42.56, the Public Records Act.



Washington State Attorney General's Office

4/3/2025

Date

By signing below, **Whatcom County Sheriff's Office** agrees to all the terms and conditions as set forth above and incorporated herein. The AGO will disburse funds upon receipt of this signed agreement.

SEE ATTACHED

[Organization's Authorized signer, Title]
Whatcom County Sheriff's Office

Date

WHATCOM COUNTY:
Recommended for Approval:

S-2/L for
Donnell Tanksley, Sheriff

1/3/25
Date

Approved as to form:

Approved via email 12/17/24
Prosecuting Attorney

12/17/24
Date

Approved:
Accepted for Whatcom County:

By: Satpal Sidhu
Satpal Sidhu, Whatcom County Executive

3.27.25
Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 27th day of March, 2025, before me personally appeared Satpal Sidhu, 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.

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.
My commission expires 9.10.26.