

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.
COUNTY COURTHOUSE
311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
(360) 778-5010



COUNCILMEMBERS
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

WHATCOM COUNTY COUNCIL

**COMBINED
AGENDA PACKET FOR
JANUARY 12, 2021**

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

- 9:30 A.M. – COMMITTEE OF THE WHOLE (EXECUTIVE SESSION)
- 10:20 A.M. – FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
- 1:30 P.M. – CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
- 2:25 P.M. – COMMITTEE OF THE WHOLE
- 3:40 P.M. – SPECIAL COUNCIL MEETING (MAY BEGIN EARLY)
- 6 P.M. - COUNCIL

UPCOMING MEETINGS AND EVENTS:

JANUARY 18, 2021
HOLIDAY

JANUARY 19, 2021
10:30 A.M. - WATER WORK SESSION (VIRTUAL)

JANUARY 26, 2021
REGULAR COUNCIL AND COMMITTEE MEETINGS (VIRTUAL)

PARTICIPATE IN VIRTUAL COUNCIL MEETINGS

THE COUNCIL IS CURRENTLY HOLDING ALL MEETINGS REMOTELY
VIEW MEETING SCHEDULES, AGENDAS, MINUTES, VIDEOS, AND ARCHIVES AT
WWW.WHATCOM.LEGISTAR.COM
FOR INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN COMMITTEE AND
COUNCIL MEETINGS, PLEASE VISIT
WWW.WHATCOMCOUNTY.US/3415/PARTICIPATE-IN-VIRTUAL-COUNCIL-MEETINGS
OR CONTACT THE COUNCIL OFFICE AT 360.778.5010

COMMITTEE AGENDAS

COUNCIL COMMITTEE OF THE WHOLE – EXECUTIVE SESSION
9:30 A.M. TUESDAY, January 12, 2021 (ENDS NO LATER THAN 10:10 A.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2021-019 Discussion of pending litigation with Civil Deputy Prosecutor George Roche: El-Tahel v. Whatcom County, Whatcom County Sheriff's Department, Bill Elfo, Adam Miller, USDC no. 2:20-cv-01830JCC [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]
Page 1

Items Added by Revision

Other Business

Adjournment

COUNCIL FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE
10:20 A.M. TUESDAY, January 12, 2021 (ENDS NO LATER THAN 12:45 P.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion and Recommendation to Council

1. AB2020-598 Resolution reflecting the diversity of the County's population by improving written accessibility
Pages 2 - 3
2. AB2020-599 Request authorization for the County Executive to enter into a contract between Whatcom County and Bellingham Whatcom County Tourism for tourism marketing and operations in the amount of \$290,000
Pages 4 - 20
3. AB2021-008 Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for development of Lake Whatcom Park trails
Pages 21 - 40

Council "Consent Agenda" Items

1. AB2020-591 Request authorization for the County Executive to enter into a contract between Whatcom County and Chuckanut Health Foundation to provide funding for the Health Department's mobile syringe services program, in the amount of \$20,000
Pages 41 - 46

2. AB2020-592 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Compass Health to provide behavioral health services for adult inmates and juveniles involved in the court system in the amount of \$572,717 for a total amended contract amount of \$2,439,780
Pages 47 - 63
3. AB2020-593 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide housing case management services in the amount of \$271,615 for a total amended contract amount of \$1,865,647
Pages 64 - 80
4. AB2020-595 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide housing case management services in the amount of \$159,267 for a total amended contract amount of \$897,067
Pages 81 - 99
5. AB2020-596 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Catholic Community Services to provide housing case management services in the amount of \$157,567 for a total amended contract amount of \$1,207,157
Pages 100 - 116
6. AB2020-597 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide housing case management services in the amount of \$134,371 for a total amended contract amount of \$958,340
Pages 117 - 135
7. AB2020-600 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Birch Bay Chamber of Commerce for the purposes of tourism marketing and operations, in the amount of \$100,000
Pages 136 - 151
8. AB2020-601 Request authorization for the County Executive to enter into a contract between Whatcom County and Mount Baker Foothills Chamber of Commerce for tourism marketing and operations, in the amount of \$100,000
Pages 152 - 168
9. AB2021-001 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide reimbursement for COVID-19 related operations and prevention expenditures in the amount of \$111,816
Pages 169 - 177
10. AB2021-002 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lara Welker Consulting to provide coordination and facilitation to the COVID-19 Community Healthcare Coalition in the amount of \$50,000
Pages 178 - 183
11. AB2021-003 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to sustain and enhance Sheriff's Office Division of Emergency Management programs, in the amount of \$74,150
Pages 184 - 223
12. AB2021-004 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Sun Community Services for operation and maintenance of Sun House, in the amount of \$340,395 for a total amended contract amount of \$911,665
Pages 224 - 238
13. AB2021-006 Request authorization for the County Executive to enter into a building lease agreement between Whatcom County and Washington State Department of Natural Resources (DNR will pay \$991.50 in rent and an additional \$240 for janitorial services provided by the county), for a total amount of \$1,231.50 paid by DNR per month
Pages 239 - 250

14. AB2021-009 Request authorization for the County Executive to enter into an agreement with the University of Washington for access and installation of seismic monitoring equipment at South Fork Park
Pages 251 - 259
15. AB2021-010 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Whatcom County Fire District 7 to provide COVID-19 testing in an estimated amount of \$188,858 for a total estimated amended contract amount of \$314,763
Pages 260 - 265
16. AB2021-011 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to obtain two All Hazard Alert Broadcast (AHAB) sirens, in the amount of \$0
Pages 266 - 279
17. AB2021-014 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide security services at the COVID-19 Temporary Housing Facility in the amount of \$43,547 for a total amended contract amount of \$199,547
Pages 280 - 285
18. AB2021-015 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Service Master Cleaning to provide cleaning services at the COVID-19 Temporary Housing Facility in the amount of \$16,667 for a total amended contract amount of \$166,667
Pages 286 - 291
19. AB2021-016 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lighthouse Mission Ministries to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$25,771 for a total amended contract amount of \$373,214
Pages 292 - 299
20. AB2021-017 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Centers to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$23,865 for a total amended contract amount of \$262,516
Pages 300 - 307
21. AB2021-020 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Workforce Council to provide reimbursement of wages and benefits for eligible temporary employees working in various COVID-related positions, in the estimated amount of \$14,000 for a total estimated contract amount of \$126,000
Pages 308 - 312
22. AB2021-021 Request authorization for the County Executive to enter into a contract between Whatcom County and Domestic Violence & Sexual Assault Services to support the Bellingham Whatcom County Commission Against Domestic Violence, in the amount of \$120,000
Pages 313 -331
23. AB2021-022 Request authorization for the County Executive to enter into a contract between Whatcom County and Bellingham Food Bank for the procurement, warehousing and distribution of food and other essentials to low and very low income families in the amount of \$276,000
Pages 332 - 347
24. AB2021-023 Request authorization for the County Executive to enter into a contract between Whatcom County and the Northwest Regional Council in support of the Meals on Wheels program for two years in the amount of \$120,000
Pages 348 - 363

25. AB2021-024 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Brent Eyre, ASA for the purposes of legal counsel and consultation for property assessment appeals in the amount of \$20,000 not to exceed a total of \$55,000
Pages 364 - 370
26. AB2021-025 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Mark J. Maxwell to continue with the provision of legal representation for an additional amount of \$20,000 in a total amount not to exceed \$45,000
Pages 371 - 377

Items Added by Revision

Other Business

Adjournment

COUNCIL CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE
1:30 P.M. TUESDAY, January 12, 2021 (ENDS NO LATER THAN 2:15 P.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion and Recommendation to Council

1. AB2021-013 Resolution adopting Whatcom County policy on indigent defense per RCW 10.101.030 and WCC 2.09
Pages 378 - 390

Items Added by Revision

Other Business

Adjournment

COUNCIL COMMITTEE OF THE WHOLE
2:25 P.M. TUESDAY, January 12, 2021 (ENDS NO LATER THAN 3:30 P.M.)
Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2020-345 Discussion of proposed Cherry Point amendments
Brief Status Update
Pages 391 - 400
2. AB2020-219 Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)
Pages 401 - 405

Items Added by Revision

Other Business

Adjournment

COUNCIL (SPECIAL)
3:40 P.M. TUESDAY, January 12, 2021
(MAY BEGIN EARLIER THAN 3:40 P.M, ENDS NO LATER THAN 5:00 P.M.)
Virtual Meeting

Call To Order

Roll Call

Special Order of Business

1. AB2021-028 Reorganization of the Whatcom County Council for 2021
Pages 406 - 418

Items Added by Revision

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING
6:00 P.M. Tuesday, January 12, 2021
Virtual Meeting

CALL TO ORDER

ROLL CALL

FLAG SALUTE

ANNOUNCEMENTS

The Council is currently holding all meetings remotely. View meeting schedules, agendas, minutes, videos, and archives at www.whatcom.legistar.com. For instructions on how to watch or participate in this meeting, please visit us at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

The County is accepting applications from county residents to fill vacancies on several boards, commissions, and committees spanning a wide range of important local issues. For more information, visit the Boards and Commissions vacancy webpage on the County website at www.co.whatcom.wa.us, or call the County Council office or County Executive's Office.

COUNTY EXECUTIVE'S REPORT

MINUTES CONSENT

1. [MIN2020-118](#) Committee of the Whole for November 24, 2020 **Pages 419 - 424**
2. [MIN2020-119](#) Regular County Council for November 24, 2020 **Pages 425 - 447**
3. [MIN2020-120](#) Health Board for December 1, 2020 **Pages 448 - 453**
4. [MIN2020-121](#) Committee of the Whole for December 8, 2020 **Pages 454 - 461**
5. [MIN2020-122](#) Regular County Council for December 8, 2020 **Pages 462 - 484**
6. [MIN2021-001](#) Special Council - Governor's Point for December 17, 2020 **Pages 485 - 488**

PUBLIC HEARINGS

To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers should state their name for the record and optionally include city of residence. Speakers will be given three minutes to address the Council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

1. [AB2020-553](#) Ordinance granting City of Lynden a non-exclusive franchise for an industrial condensate pipeline
Pages 489 - 503

OPEN SESSION (20 MINUTES)

To participate, please see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010. All speakers should state their name for the record and optionally include city of residence. Speakers will be given three minutes to address the Council. Council staff will keep track of time limits and inform speakers when they have thirty seconds left to conclude their comments.

CONSENT AGENDA

Items under this section of the agenda may be considered in a single motion. Councilmembers have received and studied background material on all items. Committee review has taken place on these items, as indicated. Any member of the public, administrative staff, or council may ask that an item be considered separately.

(From Council Finance and Administrative Services Committee)

1. AB2020-591 Request authorization for the County Executive to enter into a contract between Whatcom County and Chuckanut Health Foundation to provide funding for the Health Department's mobile syringe services program, in the amount of \$20,000
Pages 41 - 46
2. AB2020-592 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Compass Health to provide behavioral health services for adult inmates and juveniles involved in the court system in the amount of \$572,717 for a total amended contract amount of \$2,439,780
Pages 47 - 63
3. AB2020-593 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide housing case management services in the amount of \$271,615 for a total amended contract amount of \$1,865,647
Pages 64 - 80
4. AB2020-595 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide housing case management services in the amount of \$159,267 for a total amended contract amount of \$897,067
Pages 81 - 99
5. AB2020-596 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Catholic Community Services to provide housing case management services in the amount of \$157,567 for a total amended contract amount of \$1,207,157
Pages 100 - 116
6. AB2020-597 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide housing case management services in the amount of \$134,371 for a total amended contract amount of \$958,340
Pages 117 - 135
7. AB2020-600 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Birch Bay Chamber of Commerce for the purposes of tourism marketing and operations, in the amount of \$100,000
Pages 136 - 151
8. AB2020-601 Request authorization for the County Executive to enter into a contract between Whatcom County and Mount Baker Foothills Chamber of Commerce for tourism marketing and operations, in the amount of \$100,000
Pages 152 - 168
9. AB2021-001 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide reimbursement for COVID-19 related operations and prevention expenditures in the amount of \$111,816
Pages 169 - 177
10. AB2021-002 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lara Welker Consulting to provide coordination and facilitation to the COVID-19 Community Healthcare Coalition in the amount of \$50,000
Pages 178 - 183
11. AB2021-003 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to sustain and enhance Sheriff's Office Division of Emergency Management programs, in the amount of \$74,150
Pages 184 - 223

12. AB2021-004 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Sun Community Services for operation and maintenance of Sun House, in the amount of \$340,395 for a total amended contract amount of \$911,665
Pages 224 - 238
13. AB2021-006 Request authorization for the County Executive to enter into a building lease agreement between Whatcom County and Washington State Department of Natural Resources (DNR will pay \$991.50 in rent and an additional \$240 for janitorial services provided by the county), for a total amount of \$1,231.50 paid by DNR per month
Pages 239 - 250
14. AB2021-009 Request authorization for the County Executive to enter into an agreement with the University of Washington for access and installation of seismic monitoring equipment at South Fork Park
Pages 251 - 259
15. AB2021-010 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Whatcom County Fire District 7 to provide COVID-19 testing in an estimated amount of \$188,858 for a total estimated amended contract amount of \$314,763
Pages 260 - 265
16. AB2021-011 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to obtain two All Hazard Alert Broadcast (AHAB) sirens, in the amount of \$0
Pages 266 - 279
17. AB2021-014 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide security services at the COVID-19 Temporary Housing Facility in the amount of \$43,547 for a total amended contract amount of \$199,547
Pages 280 - 285
18. AB2021-015 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Service Master Cleaning to provide cleaning services at the COVID-19 Temporary Housing Facility in the amount of \$16,667 for a total amended contract amount of \$166,667
Pages 286 - 291
19. AB2021-016 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lighthouse Mission Ministries to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$25,771 for a total amended contract amount of \$373,214
Pages 292 - 299
20. AB2021-017 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Centers to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$23,865 for a total amended contract amount of \$262,516
Pages 300 - 307
21. AB2021-020 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Workforce Council to provide reimbursement of wages and benefits for eligible temporary employees working in various COVID-related positions, in the estimated amount of \$14,000 for a total estimated contract amount of \$126,000
Pages 308 - 312
22. AB2021-021 Request authorization for the County Executive to enter into a contract between Whatcom County and Domestic Violence & Sexual Assault Services to support the Bellingham Whatcom County Commission Against Domestic Violence, in the amount of \$120,000
Pages 313 - 331

23. AB2021-022 Request authorization for the County Executive to enter into a contract between Whatcom County and Bellingham Food Bank for the procurement, warehousing and distribution of food and other essentials to low and very low income families in the amount of \$276,000
Pages 332 - 347
24. AB2021-023 Request authorization for the County Executive to enter into a contract between Whatcom County and the Northwest Regional Council in support of the Meals on Wheels program for two years in the amount of \$120,000
Pages 348 - 363
25. AB2021-024 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Brent Eyre, ASA for the purposes of legal counsel and consultation for property assessment appeals in the amount of \$20,000 not to exceed a total of \$55,000
Pages 364 - 370
26. AB2021-025 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Mark J. Maxwell to continue with the provision of legal representation for an additional amount of \$20,000 in a total amount not to exceed \$45,000
Pages 371 - 377

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. AB2020-598 Resolution reflecting the diversity of the County's population by improving written accessibility
Pages 2 - 3
2. AB2020-599 Request authorization for the County Executive to enter into a contract between Whatcom County and Bellingham Whatcom County Tourism for tourism marketing and operations in the amount of \$290,000
Pages 4 - 20
3. AB2021-008 Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for development of Lake Whatcom Park trails
Pages 21 - 40

(From Council Criminal Justice and Public Safety Committee)

4. AB2021-013 Resolution adopting Whatcom County policy on indigent defense per RCW 10.101.030 and WCC 2.09
Pages 378 - 390

(No Committee Assignment)

5. AB2021-026 Appointment of four members to serve on the 2021 Whatcom County Districting Committee (two from each major political party: Whatcom County Republican Party nominees are Charlie Crabtree and Jeremiah Ramsey; Whatcom County Democratic Party nominees are Michael Estes and Stephen Jackson)
Pages 504 - 506
6. AB2021-027 Approval of Water Work Session and Health Board meeting dates for 2021
Pages 507 - 508

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. AB2021-030 Council appointment to fill vacancy on the Board of Equalization - Applicant(s): Sonja Merk and Peter Visser
Pages 509 - 517

2. AB2021-031 Council appointment to fill vacancies on the Business & Commerce Advisory Committee - Applicant(s): Brad Rader, Troy Muljat, Clark Campbell, Gail Buce, T. Todd Egland, Candice Leonard
Pages 518 - 537
3. AB2021-032 Council appointment to fill vacancies on the Climate Impact Advisory Committee - Applicant(s): Ellen Murphy, Katherine Kissinger, Licia Sahagun, Tracy Petroske, William Bethel, Eddy Ury, Imran Sheikh, Amanda Monthei, Fletcher Wilkinson, Ginny Broadhurst
Pages 538 - 605
4. AB2021-033 Council appointment to fill vacancies on the Flood Control Zone District Advisory Committee - Applicant(s): Jesse Clawson and Ron Bronsema (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 606 - 612
5. AB2021-034 Council appointment to fill vacancies on the Horticulture Pest and Disease Board - Applicant(s): Troy Kortus and John Grubb
Pages 613 - 620
6. AB2021-036 Council appointment to fill vacancies on the Lummi Island Ferry Advisory Committee - Applicant(s): Jim Dickinson, Steven Lurenz, and Mike McKenzie
Pages 621 - 641
7. AB2021-037 Council appointment to fill vacancies on the Planning Commission - Applicant(s): Kimberley Lund, Atul Deshmane, Stephen Jackson, and Candice Leonard
Pages 642 - 654
8. AB2021-040 Council appointment to fill vacancies on the Portage Bay Shellfish Protection District Advisory Committee - Applicant(s): Albert de Boer, Fred Likkel, and Christine Woodward
Pages 655 - 665
9. AB2021-043 Council appointment to fill vacancies on the Solid Waste Advisory Committee - Applicant(s): Kevin Moore
Pages 666 - 670
10. AB2021-044 Council appointment to fill vacancy on the Sumas/Everson/Nooksack Flood Subzone Advisory Committee - Applicant(s): Aaron Kurashige (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 671 - 675
11. AB2021-045 Council appointment to fill vacancy on the Birch Bay Watershed and Aquatic Resource Management District (BBWARM) Advisory Committee - Applicant(s): Robert Shanabarger (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 676 - 680
12. AB2021-046 Council appointment to fill vacancy on the Acme/VanZandt Flood Subzone Advisory Committee - Applicant(s): Candice Leonard (Council Acting as the Flood Control Zone District Board of Supervisors)
Pages 681 - 685

ITEMS ADDED BY REVISION

INTRODUCTION ITEMS

Council action will not be taken. The council may accept these items for introduction (no action) in a single motion. Changes, in terms of committee assignment for example, may be made at this time.

1. AB2021-018 Ordinance amending the 2021 Whatcom County Budget, request no. 2, in the amount of \$5,839,516
Pages 686 - 711

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-019**

File ID:	AB2021-019	Version:	1	Status:	Agenda Ready
File Created:	12/29/2020	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session	Final Action:			
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: tadrian@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion of pending litigation with Civil Deputy Prosecutor George Roche: El-Tahel v. Whatcom County, Whatcom County Sheriff's Department, Bill Elfo, Adam Miller, USDC no. 2:20-cv-01830JCC [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110 (1)(i)]

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of pending litigation with Civil Deputy Prosecutor George Roche: El-Tahel v. Whatcom County, Whatcom County Sheriff's Department, Bill Elfo, Adam Miller, USDC Western District of WA No. 2:20-cv-01830JCC. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW 42.30.110(1)(i)]

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-598

File ID:	AB2020-598	Version:	1	Status:	Introduced
File Created:	12/08/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: RBrowne@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution reflecting the diversity of the County’s population by improving written accessibility

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution reflecting the diversity of the County’s population by improving written accessibility

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
12/08/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Proposed Resolution

RESOLUTION NO. _____

**REFLECTING THE DIVERSITY OF THE COUNTY'S POPULATION
BY IMPROVING WRITTEN ACCESSIBILITY OF PUBLIC SPACE SIGNAGE**

WHEREAS, the County Council approved a Resolution November 24th 2020 Affirming Racism is a Public Health Crisis; and

WHEREAS, the County has a responsibility to serve all county residents irrespective of race, national origin, or disability; and

WHEREAS, the exception county has traditionally published most public signage, as well as printed and online materials, are limited to the English language; and

WHEREAS, a lack of public signage and printed and online materials available in other languages restricts equal access to public resources; and

WHEREAS, the use and accessibility of the original languages used in Whatcom County by the original Native American inhabitants has been so severely impacted there is an ever-present risk they could be permanently lost; and

WHEREAS, there are some low-cost methods to address many of these issues immediately.

NOW, THEREFORE, BE IT RESOLVED, that Whatcom County government shall wherever possible integrate "Google Translate" (which currently supports 108 languages) or a similar product into County websites.

BE IT FURTHER RESOLVED, that Whatcom County government shall replace all navigation and guidance signs on and in county buildings serving the public with multilingual signs in the following written languages:

- English
- Spanish
- Lummi
- Brail

BE IT FINALLY RESOLVED, that Whatcom County government shall investigate options to provide multi-language kiosks be place in the lobby of county buildings serving the public which shall provide a much more comprehensive list of written languages, plus audio access for those that lack sufficient literacy in any written language.

APPROVED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-599

File ID:	AB2020-599	Version:	1	Status:	Agenda Ready
File Created:	12/09/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: thelms@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Bellingham Whatcom County Tourism for tourism marketing and operations in the amount of \$290,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo, Contract



MEMORANDUM

TO: Satpal Singh Sidhu, County Executive
FROM: Tawni Helms, Administrative Coordinator
RE: Bellingham Whatcom County Tourism
DATE: December 9, 2020

Enclosed are two (2) originals of a Contract for Services between Whatcom County and Bellingham Whatcom County Tourism for your review and signature.

- **Background and Purpose**
Contractor has received Convention Center funding for the purposes of marketing and operations for Bellingham Whatcom County Tourism.
- **Funding Amount and Source**
Funding in the amount of \$290,000 will come from the Convention Center Fund as recommended by the Lodging Tax Advisory Committee and approved by Whatcom County Council on December 8, 2020.
- **Differences from Previous Contract**
No changes to the agreement.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202012033

Originating Department:	Executive Office
Contract or Grant Administrator:	Tawni Helms
Contractor's / Agency Name:	Bellingham Whatcom County Tourism
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
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 type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>141</u>	
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 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>290,000</u> 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, 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: Contractor has received Convention Center funding for the purposes of tourism marketing and operations.	
Term of Contract: <u>January 1, 2021</u>	Expiration Date: <u>December 31, 2021</u>

Contract	1. Prepared by: <u>T. Helms</u>	Date: <u>12/9/2020</u>
Routing:	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>12/11/20</u>
	3. AS Finance reviewed: <u>Bbennett</u>	Date: <u>12/11/20</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**CONTRACT FOR SERVICES
Bellingham Whatcom County Tourism**

Bellingham Whatcom County Tourism, 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 8,
- Exhibit A (Scope of Work), p. 9,
- Exhibit B (Compensation), p. 10,
- Exhibit C (Certificate of Insurance), p. 11
- Exhibit D (E-Verify Declaration), p. 13,
- Exhibit E (Sample Survey), p. 14.

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, 2021, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2021.

The general purpose or objective of this Agreement is to: support Bellingham Whatcom County Tourism marketing and operations costs associated with tourism efforts, 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 or for any renewal term shall not exceed \$ 290,000. 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 ____.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

CONTRACTOR:

Bellingham Whatcom County Tourism

Sandy Ward, President

BELLINGHAM WHATCOM COUNTY TOURISM

Sandy Ward, President

Address:
904 Potter Street

Contact Name: Sandy Ward
Contact Phone: 360-671-3990
Contact FAX: N/A
Contact Email: Sandy@bellingham.org

WHATCOM COUNTY:

Approved as to form:

Christopher Quinn per email 12/11/20
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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: Not Applicable

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: Not Applicable

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.

31.2 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: Not Applicable

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: Not Applicable

36.2 Conflict of Interest: Not Applicable

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: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: Not Applicable

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: Not Applicable

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: Not Applicable

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)

The Bellingham Whatcom County Tourism will use tourism promotion funds provided by Whatcom County to provide year-round services to promote tourism in Whatcom County and support the implementation of the Cultural Heritage Tourism Strategic Plan and other projects that promote countywide tourism. This includes staffing and operating information centers that serve and/or interact with more than one million existing and potential visitors each year, referrals to local agencies and businesses plus the publication and distribution of community information in an effort to promote tourism.

Maximum consideration for this agreement is \$290,000.

Allowable expenses under RCW 67.28.210, tourism promotion includes:

Daily tourism operations: Rent
 Utilities
 Salaries
 Payroll taxes
 Health insurance
 Telephone service
 Printing of promotional materials
 Postage costs

Facilities will be open to the public seven days a week, 9:00 a.m. to 5:00 p.m. (except holidays). Advertising, promotional brochures and marketing of special events and festivals designed to attract visitors and encourage tourist expansion.

Promotional materials regarding the proposed activity must mention that it is made possible in part by a Tourism Promotion Grant from Whatcom County. The scale of this credit should be commensurate with the County's level of financial support. It should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a minimum it should be placed in such documents as programs and annual reports.

Within 30 days after the end of the contract term, the Festival shall submit a final project report (the "Final Project Report") detailing:

- How the evaluation criteria were met by the event
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Summarize the results of the year's activities and major accomplishments.
- Provide Budget vs. Actual Financials.

Failure to complete and deliver the Final Project Report in a timely manner may render recipient ineligible for future funding. Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.

EXHIBIT "B"
(COMPENSATION)

Maximum consideration for this contract shall be \$290,000. ***The Contract Number shall be included on all billings or correspondence.***

Allowable Expenses include:

GENERAL LEDGER DETAIL:

- Salaries**
- Payroll taxes**
- Health insurance**

RECEIPTS:

- Rent**
- Utilities**
- Telephone service**
- Printing of promotional materials**
- Postage costs**

Bellingham Whatcom County Tourism will submit invoices detailing allowable expenditures as outlined in Exhibit A to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Bellingham Whatcom County Tourism will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.

EXHIBIT 'C'
Certificate of Insurance

AMERICAN ALTERNATIVE
INSURANCE COMPANY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-10	Endorsement Effective 6/1/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.
Schedule

Person or Organization (Additional **Insured**): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Whatcom County
311 Grand Avenue, Suite 108
Bellingham, WA 98225

Regarding contracted services provided. Whatcom County is named as Additional Insured regarding these contracted services only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. Waiver of Subrogation is attached. NPIP retained limit is primary and non-contributory.

- A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional **Insured** are those specified in either the:
1. Written contract or written agreement; or
 2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**WAIVER OF TRANSFER OF RIGHTS AND RECOVERY
AGAINST OTHERS TO US**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-10	Endorsement Effective 6/1/2020

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Name of Person or Organization: As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Whatcom County
311 Grand Avenue, Suite 108
Bellingham, WA 98225

The Our Right To Recovery Condition in the Liability Conditions, Definitions and Exclusions form is amended by addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **Your Work** done under contract with that person or organization. This waiver only applies to the person or organization shown in the Schedule above; however, this waiver does not apply if the injury or damage is due to the sole negligence of such scheduled person or organization.

All other terms and conditions remain unchanged.

Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

ATTACHMENT D
Whatcom County Contractor's E-Verify Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	BELLINGHAM WHATCOM COUNTY TOURISM	Phone:	360 671-3990
Contact Person:	SARON WARD	Fax:	
Address:	904 POTTER ST. BELLINGHAM, WA 98229		

II. E-VERIFY ENROLLMENT (check box and submit copy of MOU for verification)

Contractors with funded contracts of \$100,000 or more must be enrolled in E-Verify system. Work related subcontract is \$25,000. or higher. www.uscis.gov/e-verify

Contractor is enrolled in E-Verify; copy of the signed E-Verify Memorandum of Understanding is attached.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


 Signature
SARON L WARD
 Date

12-14-20
 Name
CEO
 Title

SEE ATTACHED

EXHIBIT 'E'
(Sample Survey)

Sample Survey Questions for Attendees/Participants of Attractions, Festivals and Events

1. What is your zip code? *98229*
2. How did you hear about this event? (i.e. newspaper, radio, internet, magazine, word of mouth, other)
3. How many nights away from home, if any, are you spending in Whatcom County?
4. Will you stay overnight? If so, where?
 Hotel or motel
 Campground
 Friend/Relative
 Not staying overnight
5. How much money have you spent in Whatcom County as a visitor including any food, gas lodging, tickets, etc.?
 \$0-\$25
 \$25-\$50
 \$50-\$100
 \$100-\$200
 \$200 or over

*CONVERSION STUDY
IN PROGRESS POST
COVID-19*

Sample Survey Plan:

Your Survey Plan should answer the following questions regarding your survey methodology:

1. How do you intend to distribute your survey to your event participants?
2. What incentives or methods will you use to ensure you obtain sufficient data on your event participants?
3. Who will be responsible for collecting your data?
4. Any other details regarding your survey methods or alternative methods you may use obtain relevant data regarding your event participants.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-008

File ID:	AB2021-008	Version:	1	Status:	Agenda Ready
File Created:	12/18/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: sbatdorf@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for development of Lake Whatcom Park trails

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This resolution requests authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Nonhighway and Off-Road Vehicle Activities Program. This \$400,000 grant would be used for development of Lake Whatcom Park trails, including the connector trail between Chanterelle and Hertz trails.

HISTORY OF LEGISLATIVE FILE


Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memorandum, Resolution, Application



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane 

DATE: December 18, 2020

RE: Lake Whatcom Park Trail Development Grant Application and Authorizing Resolution

Enclosed you will find an Application and Authorizing Resolution requesting authorization from County Council to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Nonhighway and Off-Road Vehicle Activities Program, Nonmotorized Category.

This \$400,000 grant will be used for development of Lake Whatcom Park trails, including the connector trail between the Chanterelle and Hertz trails.

Please feel free to contact Christ Thomsen, Parks Operations Manager at extension 5865 if you have any questions or concerns.

PROPOSED BY: Parks & Recreation

INTRODUCED: _____

RESOLUTION NO: _____

Washington Nonhighway and Off-Road Vehicle Activities Program, Nonmotorized Category
GRANT APPLICATION AUTHORIZATION/RESOLUTION

Project(s) Number(s), and Name(s) 20-2172, Lake Whatcom Trails Development

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Christ Thomsen, Parks Operations Manager
Project contact (day-to-day administering of the grant and communicating with the RCO)	Reid Parker, Regional Parks Supervisor Christ Thomsen, Parks Operations Manager
RCO Grant Agreement (Agreement)	Satpal Sidhu, Whatcom County Executive
Agreement amendments	Satpal Sidhu, Whatcom County Executive
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Satpal Sidhu, Whatcom County Executive

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form

contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

1. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
2. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
3. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
4. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
5. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
6. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
7. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
8. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
9. [for Development, Renovation, Enhancement, and Restoration Projects Only] If our organization owns the project property Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

PROJECT: 20-2172 DEV, LAKE WHATCOM PARK TRAIL DEVELOPMENT

Sponsor: Whatcom County Parks & Rec Program: NOVA Nonmotorized Status: Application Returned

Parties to the Agreement

PRIMARY SPONSOR

Whatcom County Parks & Recreation
Address 3373 Mount Baker Hwy
City Bellingham **State** WA **Zip** 98226
Org Type County-Parks Department
Vendor # SWW0002425-18

UBI

Date Org created

Org Notes

[link to Organization profile](#)

Org data updated

SECONDARY SPONSORS

No records to display

Project Contacts

Contact Name Primary Org	Project Role	Work Phone	Work Email
Allison Dellwo Rec. and Conserv. Office	Project Manager	(360) 867-8626	allison.dellwo@rco.wa.gov
Reid Parker Whatcom County Parks & Rec	Project Contact	(360) 778-5850	rparker@co.whatcom.wa.us
Christ Thomsen Whatcom County Parks & Rec	Alt Project Contact	(360) 778-5850	cthomsen@co.whatcom.wa.us
Rodney Lamb Whatcom County Parks & Rec	Planner	(360) 778-5858	rlamb@co.whatcom.wa.us

Worksites & Properties

- # Worksite Name
- #1 Lake Whatcom Watershed

Development	Property Name
✓	Lake Whatcom Park

Project Application Report - 20-2172

Worksite Map & Description

Worksite #1: Lake Whatcom Watershed

WORKSITE ADDRESS

Street Address 3355 Northshore Rd
City, State, Zip Bellingham WA 98226



Worksite Details

Worksite #1: Lake Whatcom Watershed

SITE ACCESS DIRECTIONS

From Interstate 5 exit 253, travel east on Lakeway Dr. for 1.7 miles. Turn left onto Electric Ave and travel 1.1 miles. Continue onto Northshore Dr. for 7.2 miles. Turn left onto Northshore Rd and travel for 0.5 miles to the Lake Whatcom Park Trailhead.

Questions

#1: Give street address for this worksite if available.

3355 Northshore Rd, Bellingham, WA 98226

#2: In the next 10 years, is there a chance that the worksite will sustain significant planned land disturbance as a result of human activity (such as timber harvesting)? If yes, explain:

Yes

Thinning of young-growth forests Lake Whatcom Park may occur within the next 10 years in an effort to improve forest health and water quality. No thinning will be completed in the proposed project areas.

Project Application Report - 20-2172

Project Location

RELATED PROJECTS

Projects in PRISM

PRISM Number	Project Name	Current Status	Relationship Type	Notes
No related project selected				

Related Project Notes

Questions

#1: Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. **Aquatic Districts and Managers**

No

#2: Is the project site located within 30 miles of a city or town with a population of 25,000 or more? If yes, name the city or town and attach one map called Population Proximity Map under the Attachment Tab in PRISM.

Yes, the project site is approximately 6 miles from the City of Bellingham

Property Details

Property: Lake Whatcom Park (Worksite #1: Lake Whatcom Watershed)

✓ Development

LANDOWNER

Name: Whatcom County Parks & Recreation
Address: 3373 Mount Baker Hwy
City: Bellingham
State: WA Zip: 98226
Type: Local

CONTROL & TENURE

Instrument Type: Sponsor owned property (deed)
Timing: Existing
Term Length: Perpetuity
Yrs:
Expiration Date:
Note:

Project Application Report - 20-2172

Project Proposal

Project Description

With this grant, we will build up to 6 miles of new non-motorized foot, horse, and bike trails at Lake Whatcom Park, near Bellingham. Grant funds, in conjunction with County capital and operating funds, will be utilized for staff, equipment, contracted services, and materials to plan and construct new non-motorized trail including trail connections to Department of Natural Resources (DNR) trails.

Trail development proposed in this application is outlined in the Lookout Mountain Forest Preserve and Lake Whatcom Park Recreational Trail Plan, adopted by Whatcom County Council in October, 2016. The primary trail planned for construction in this application provides a spectacular loop connection between the iconic Hertz Trail along the shoreline of Lake Whatcom with the recently constructed and very popular, Chanterelle Trail. As resources allow, additional planned trails may be constructed.

Lake Whatcom Park encompass 4,800 acres of forest land along the eastern shore of Lake Whatcom. The majority of this land was reconveyed from the DNR to the County in 2014 to provide opportunities for sustainable trail-based recreation and to protect the drinking water quality of Lake Whatcom.

Existing trail mileage at Lake Whatcom Park totals 11.5 miles. The Trail Plan outlines an additional 30 miles of new non-motorized trail to be built into the future. Further trail development will provide year-round, close-to-town access to a wide variety of non-motorized trail types and challenge levels.

Project Application Report - 20-2172

Project Questions

#1: Do you plan to restrict or limit general public availability or use of the site in any way? If yes, describe the type of restriction, the portion of the project area that will be restricted (an illustrative map may be requested), and the reason(s) the public will be restricted.

No

#2: By statute, projects are required to be adjacent to or accessed by a nonhighway road. Identify & describe the nonhighway road that makes this project eligible.

Lake Whatcom Park is served primarily by two non-highway roads. The quarter-mile road leading to the lower trailhead area is solely maintained by Whatcom County Parks & Recreation. The upper trailhead area is located along a forest road which provides administrative access to Bonneville Power Administration transmission towers and public non-motorized access to trails. This road was previously maintained by the Department of Natural Resources and is now maintained by Whatcom County Parks.

#3: Does this application contain state, federal or other grants as part of the "sponsor match"? If "yes," name the grant(s) and date grant will be available.

No

#4: Have you considered using youth crews or other natural resource program for this project? Explain.

Yes

Yes, we employed a Washington Conservation Corps Crew (WCC) for trail construction in 2018 and 2019. Depending on crew availability and other resource constraints, we may also utilize a WCC crew for this phase of this project.

#5: Describe any required mitigation as a result of the action in this proposal. Will mitigation occur on this site or another location?

Mitigation may be required for trail development in stream and wetland buffers. Mitigation activities may include invasive plant removal, wetland planting, and stream bank restoration. These activities will occur within the project area or other County-owned park land within the Lake Whatcom Watershed.

#6: Is any part of the scope of work included in this application required as mitigation for another project or action? E.g. FERC relicensing, Habitat Conservation Plan, legal settlement, etc. If yes, explain:

No

#7: Describe the nature of any existing rights-of-way, easements, reversionary interests, etc. to the project area.

Numerous road and right-of-way easements are active for the Bonneville Power Administration transmission lines and the forest roads contained within park boundaries. These easements were transferred from the Department of Natural Resources to Whatcom County at the time of reconveyance. These easements will have a negligible impact on public use.

#8: What is the estimated useful life of the facilities to be developed, renovated, replaced, or maintained through this scope of work?

Trails developed through this grant will be used in perpetuity.

#9: When will the project be completed and made available to the public for outdoor recreation uses? Please note that funding may not be awarded for about one year from application submittal and it may take one or more years for you to complete the project.

Full completion is expected by October 2023. Each trail segment will be open to the public immediately upon completion.

Development Metrics

Worksite: Lake Whatcom Watershed (#1)

Project Application Report - 20-2172

NOVA Primary Management Objective

Hiking / Walking

NOVA Allowed Uses

Equestrian
Fishing
Gathering
Hiking / Walking
Mountain biking
Sightseeing
Snow trail activities -
nonmotorized
Wildlife viewing

GENERAL SITE IMPROVEMENTS

Install signs/kiosk

Total cost for Install signs/kiosk		\$4,000	
Number of kiosks	New	Renovate	
	1	4	
Number of interpretive signs/displays	0	1	
Number of permanent entrance signs	0	0	
Project involves installation of informational signs (yes/no)	Yes		

SITE PREPARATION

General site preparation

Total cost for General site preparation		\$10,000	
Acres of site preparation		1.00	
Number of trail miles for site preparation		5.50	
Buildings / structures to be demolished		0	
Select the site preparation activities			General site prep activities Mobilization

TRAILS

Project Application Report - 20-2172

Trail development

Total cost for Trail development		\$340,000
Miles of hard surfaced trail developed / renovated by surface type	Total	Miles 0
Miles of natural surfaced trail developed / renovated by surface type	Natural surface	Miles 5.50
	Total	5.50
Trail design profile		Number
	Tread width (feet)	3
	Shoulder width (feet)	2
	Cross-slope (percent)	3
	Running slope (percent)	10
Select the trail structures		Culverts
		Pull-outs
		Puncheon
		Retaining walls
		Stairs
		Switchbacks
		Turnpike

Trail bridge development

Total cost for Trail bridge development		\$5,000
Number of bridges developed or installed		Number
	Log	2
	Total	2

CULTURAL RESOURCES

Cultural resources

Total cost for Cultural resources		\$10,000
Acres surveyed for cultural resources		67.50
Number of trail miles surveyed for cultural resources		5.50

PERMITS

Obtain permits

Total cost to Obtain permits		\$5,000
Number of permits required for implementation of project		

ARCHITECTURAL & ENGINEERING

Architectural & Engineering (A&E)

Total cost for Architectural & Engineering (A&E)		\$45,000
--	--	----------

Project Application Report - 20-2172

Overall Project Metrics

SUPPLEMENTAL SCORING QUESTIONS FOR COMPETITIVE FUNDS

How many NOVA recreationists actually will use this facility or project in a typical year? (Supplemental scoring question A1)

Project will serve 10,000 - 49,999 NOVA recreationists

What is the estimated number, and explain the methods for how the number was derived

Due to the location and proximity of the two trails that feed the new trail sections, it is estimated that 20,000 visitors will use the new trail annually. The feeding trails respectively have 32,000 and 65,000 visits.

SITES IMPROVED

Project acres developed 6.69

Project acres renovated 1.00

COMPLETION DATE

Projected date of completion 06/30/2024

Development Cost Estimates

Worksite #1: Lake Whatcom Watershed

Category	Work Type	Estimated Cost	Note
Cultural Resources	Cultural resources	\$10,000	
General Site Improvements	Install signs/kiosk	\$4,000	
Permits	Obtain permits	\$5,000	
Site Preparation	General site preparation	\$10,000	
Trails	Trail bridge development	\$5,000	
	Trail development	\$340,000	
	Subtotal:	\$374,000	
Admin, Architecture, and Engineering		\$45,000	
	Total Estimate For Worksite:	\$419,000	

Summary

Total Estimated Costs Without AA&E:	\$374,000
Total Estimated AA&E:	\$45,000
Total Estimated Development Costs:	\$419,000

Project Application Report - 20-2172

Cost Summary

	Estimated Cost	Project %	Admin/AA&E %
<u>Development Costs</u>			
Development	\$374,000		
Admin, Architecture, and Engineering	\$45,000		12.03 %
SUBTOTAL	\$419,000	100.00 %	
Total Cost Estimate	\$419,000	100.00 %	

Funding Request and Match

FUNDING PROGRAM

NOVA Nonmotorized	\$200,000	47.73 %
-------------------	-----------	---------

SPONSOR MATCH

Category	Amount	Project %
Appropriation - Local	\$189,000	
Donated Labor	\$10,000	
Force Acct - Labor	\$20,000	
Match Total:	\$219,000	52.27 %
Total Funding Request:	\$419,000	100.00 %

Cultural Resources

Worksite #1: Lake Whatcom Watershed

#1: Provide a description of the project actions at this worksite (acquisition, development and/or restoration activities that will occur as a part of this project)

Trail development at this worksite will require ground disturbing activities such as removal of vegetation and construction of trail tread. An existing unsustainable user-built downhill mountain bike trail will also be restored in tandem with trail development.

#2: Describe all ground disturbing activities (length, width and depth of disturbance and equipment utilized) that will take place in the Area of Potential Effect (APE). Include the location of any construction staging or access roads associated with your project that will involve ground disturbance.

Hand and mechanized tools will be used to construct trail. Tools include:
 Pulaski, pick, shovel, hoe, McLeod, mini-excavator.
 Excavation width will be between 24 and 60 inches. Excavation depth will be 0 to 60 inches. Up to 28,400 linear feet of new trail will be constructed to Department standards.

#3: Describe any planned ground disturbing pre-construction/restoration work. This includes geo-technical investigation, fencing, demolition, decommissioning roads, etc.

The design process will not require any ground disturbing activities.

Project Application Report - 20-2172

#4: Describe the existing project area conditions. The description should include existing conditions, current and historic land uses and previous excavation/fill (if depths and extent is known, please describe).

The majority of the area is forested with stand ages varying from young plantations to small patches of intact old-growth. Significant portions of the area were managed as commercial timberland and are comprised of even-aged second and third-growth Douglas fir plantations. The park lands support diverse populations of plants and wildlife. The landscape is characterized by steep slopes, abundant streams, and deep drainages. Currently, more than 150,000 visitors use the park annually.

#5: Will a federal permit be required to complete the scope of work on the project areas located within this worksite?

No

#6: Are you utilizing Federal Funding to complete the scope of work? This includes funds that are being shown as match or not.

No

#7: Do you have knowledge of any previous cultural resource review within the project boundaries during the past 10 years?

Yes

#7a: Summarize the previous cultural resource review, including lead agency and date of review, reference name and numbers, etc. If RCO, include the prior phase grant number. NOTE: Do not provide any site-specific information considered confidential. Attach previous surveys or other reference documents.

Whatcom County Parks and Recreation completed cultural resource surveys in 2017 and 2019 for earlier phases of trail construction. Additionally, a Department of Natural Resources archaeologist surveyed the reconveyed lands in 2010. Two cultural resource sites identified in Lake Whatcom Park are not in proximity to trail development outlined in this application. Final trail alignments will be evaluated by a qualified archaeologist PRIOR to construction. (See attachments)

#8: Is the worksite located within an existing park, wildlife refuge, natural area preserve, or other recreation or habitat site?

Yes

#8a: Please name the area and specify when the site was established.

The worksite is located within the existing Whatcom County-owned Lake Whatcom Park. The portion of the park where the proposed trail construction is located was reconveyed to Whatcom County from DNR in 2014.

#9: Are there any structures over 45 years of age within this worksite? This includes structures such as buildings, tidegates, dikes, residential structures, bridges, rail grades, park infrastructure, etc.

No

#10: Describe existing worksite site conditions. The answer to this question will be used in cultural resource consultation so please provide detailed information.

Existing site conditions at the worksite are mature native forest on steep slopes above Lake Whatcom. The new trail will replace an existing unsustainable user-built downhill mountain bike trail with hiking-only trail.

Project Application Report - 20-2172

Project Permits

Permits and Reviews	Issuing Organization	Applied Date	Received Date	Expiration Date	Permit #
Clear & Grade Permit	City/County	03/10/2017	05/25/2020	11/17/2022	LDP2017-00018
Hydraulics Project Approval [HPA]	Dept of Fish & Wildlife	05/09/2017	08/25/2017	08/24/2022	2017-4-620+01
SEPA	Local or State		10/25/2016		SEP2016-00081

Project Application Report - 20-2172

Attachments

Required Attachments

6 out of 7 done

Applicant Resolution/Authorizations	
Control & Tenure Documentation	✓
Map: Area of Potential Effect (APE)	✓
Map: Boundary map – Draft	✓
Map: Trail and or Facility Map	✓
Photo	✓
Site Plan: Development site plan	✓

PHOTOS (JPG, GIF)

Photos (JPG, GIF)



451320 Primary

PROJECT DOCUMENTS AND PHOTOS

Project Documents and Photos

File Type	Attach Date	Attachment Type	Title	Person	File Name, Number Associations	Shared
	12/16/2020	Application Review Report	Grant Manager Comments. 20-2172D(rtnd 12/16/20 09:47)	AllisonD	Grant Manager Comments Report - 20-2172 (rtnd 12-16-2020_09-47-35).pdf, 457148	✓
	11/02/2020	Project Application Report	Project Application Report. 20-2172D (sub 11/02/20 09:34:48)	ReidP	Project Application Report - 20-2172 (submitted 11-02-2020_09-34-48).pdf, 452668	✓
	11/02/2020	Project Support / Concern Documents	20-2172 Sierra Club-Mt Baker Chapter Support Letter.pdf	ReidP	20-2172_SierraClub-MtBaker_SupportLetter.pdf, 452644	✓
	11/02/2020	Site Plan: Conceptual Site Plan	20-2172 Lake Whatcom Park Conceptual Trail Plan	ReidP	20-2172_PlannedTrailMap.pdf, 452643	✓
	10/27/2020	Project Support / Concern Documents	20-2172 Hoofnagle Support Letter	ReidP	20-2172_Hoofnagle_SupportLetter.pdf, 451377	✓
	10/27/2020	Map: Boundary map – Draft	20-2172_BoundaryMapDraft.pdf	ReidP	20-2172_BoundaryMapDraft.pdf, 451369	✓
	10/27/2020	Project plan document	20-2172_Weed Prevention and Management Protocol.pdf	ReidP	20-2172_Weed Prevention and Management Protocol.pdf, 451346	✓
	10/27/2020	Project Support / Concern Documents	20-2172_Economic-Contribution-of-Outdoor-Recreation-to-Whatc	ReidP	20-2172_Economic-Contribution-of-Outdoor-Recreation-to-Whatcom-County-2015.pdf, 451345	✓
	10/27/2020	Environmental Clearance	20-2172_MDNS.pdf	ReidP	20-2172_MDNS.pdf, 451344	✓
	10/27/2020	Master plan	20-2172_Lookout&LakeWhatcomTrailPlan_20	ReidP	20-2172_Lookout&LakeWhatcomTrailPla... 451343	✓
	10/27/2020	Permit	20-2172_Lookout&LakeWhatcom_5yrProgLD	ReidP	20-2172_Lookout&LakeWhatcom_5yrPro... 451342	✓
	10/27/2020	Permit	20-2172_Generalhpa.pdf	ReidP	20-2172_Generalhpa.pdf, 451341	✓
	10/27/2020	Cultural Resources: Correspondence	20-2172_DNR_Archaeologist_Report.pdf	ReidP	20-2172_DNR_Archaeologist_Report.pdf, 451340	✓
	10/27/2020	Cultural Resources: Cultural Resources Survey	20-2172_CulturalResourceReport_2019.pdf	ReidP	20-2172_CulturalResourceReport_2019.pdf, 451339	✓
	10/27/2020	Cultural Resources: Cultural Resources Survey	20-2172_CulturalResourceReport_2017.pdf	ReidP	20-2172_CulturalResourceReport_2017.pdf, 451338	✓
	10/27/2020	Project Support / Concern Documents	20-2172 Whatcom Land Trust Support Letter	ReidP	20-2172_WhatcomLandTrust_SupportLett... 451331	✓

Project Application Report - 20-2172

File Type	Attach Date	Attachment Type	Title	Person	File Name, Number Associations	Sharec
	10/27/2020	Project Support / Concern Documents	20-2172 Maliszewski Support Letter	ReidP	20-2172_Maliszewski_SupportLetter.pdf, 451330	✓
	10/27/2020	Project Support / Concern Documents	20-2172 Ketchum Support Letter	ReidP	20-2172_Ketchum_SupportLetter.pdf, 451329	✓
	10/27/2020	Project Support / Concern Documents	20-2172 Conservation Coalition Support Letter	ReidP	20-2172_ConservationCoalition_SupportL..., 451327	✓
	10/27/2020	Project Support / Concern Documents	20-2172 City of Bellingham Support Letter	ReidP	20-2172_COB_SupportLetter.pdf, 451326	✓
	10/27/2020	Project Support / Concern Documents	20-2172 Backcountry Horsemen of WA Whatcom Support Letter	ReidP	20-2172_BCHW_SupportLetter.pdf, 451325	✓
	10/27/2020	Project Support / Concern Documents	20-2172 Washington Trails Association Support Letter	ReidP	20_2172_WTA_SupportLetter.pdf, 451324	✓
	10/27/2020	Project Support / Concern Documents	20-2172 Whatcom Mountain Bike Coalition Letter	ReidP	20_2172_WMBC_SupportLetter.pdf, 451323	✓
	10/27/2020	Photo	NOVA 20-2172-DEV Project Photo	ReidP	NOVA_20-2172-DEV_ProjectPhoto.jpg, 451320	✓
	10/27/2020	Map: Population Proximity	20-2172 Population Proximity	ReidP	20-2172_Population_Proximity.pdf, 451319	✓
	10/27/2020	Site Plan: Development site plan	20-2172 Site Plan	ReidP	20-2172_LakeWhatcom_SitePlan.pdf, 451318	✓
	10/27/2020	Map: Trail and or Facility Map	20-2172 Trail Map	ReidP	20-2172_LakeWhatcom_TrailMap.pdf, 451317	✓
	10/27/2020	Map: Area of Potential Effect (APE)	20-2172 Area of Potential Effect	ReidP	20-2172_LakeWhatcom_AreaofPotential..., 451316	✓
	10/19/2020	Control & Tenure Documentation	20-2172 Property Deed	ReidP	WCPR_DNR_ReconveyanceDeed.pdf, 449441	✓

RCO Staff Scores

Criteria	Score	Score Range	Basis	Applicant Challenge	RCO Response
GMA Preference	0	-1.0 to 0.0	In Compliance with GMA		
Proximity to People (City only)	1	0.0 to 1.0	Bellingham - 90110		
Proximity to People (County)	0	0.0 to 1.0	Whatcom County - 89.82		

Application Status

Application Due Date: 11/03/2020

Status Name	Status Date	Submitted By	Submission Notes
Application Returned	12/16/2020	Allison Dellwo	Please review and re-submit your application prior to the Technical Completion Deadline in January. Reach out to me with any questions in the meantime. Let's be sure to connect over the phone prior to the deadline and to touch base before the project evaluation period. PowerPoints will be due three business days prior to your presentation. Thanks!
Application Submitted	11/02/2020	Reid Parker	Hi Allison, Here is our application for Lake Whatcom Trail Development. Let me know if you have questions. Regards, - Reid
Preapplication	10/08/2020		

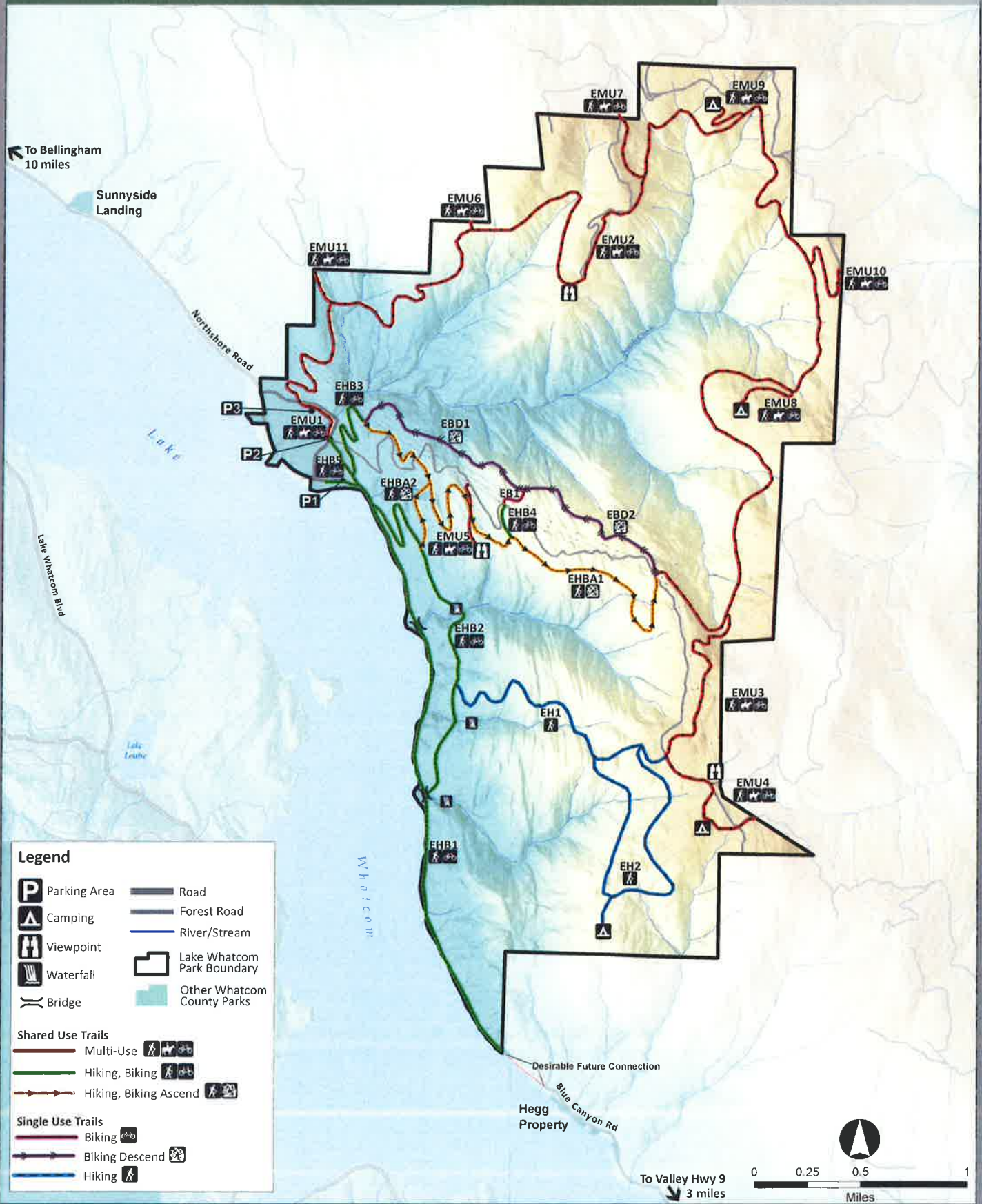
I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Reid Parker, 11/02/2020)

Project Application Report - 20-2172

Date of last change: 12/16/2020

Lake Whatcom Park Trail Development 20-2172

Planned Trail Map



Legend

Parking Area	Road
Camping	Forest Road
Viewpoint	River/Stream
Waterfall	Lake Whatcom Park Boundary
Bridge	Other Whatcom County Parks

Shared Use Trails

- Multi-Use
- Hiking, Biking
- Hiking, Biking Ascend

Single Use Trails

- Biking
- Biking Descend
- Hiking



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-591

File ID:	AB2020-591	Version:	1	Status:	Agenda Ready
File Created:	12/03/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: CHollins@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Chuckanut Health Foundation to provide funding for the Health Department's mobile syringe services program, in the amount of \$20,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo, Program Grant



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Chuckanut Health Foundation – Mobile Syringe Services Program Grant

DATE: December 3, 2020

Attached is a contract between Whatcom County and Chuckanut Health Foundation for your review and signature.

- **Background and Purpose**

The Whatcom County Health Department's Syringe Services Program has exceeded the capacity to appropriately and safely serve clients at the State Street Clinic location. Additionally, it is difficult for rural county residents to seek services in Bellingham. The Chuckanut Health Foundation's Grant will provide funding for the customization of a Mobile Syringe Services Program van to adequately provide an array of medical and prevention services in the field.

- **Funding Amount and Source**

This grant provides \$20,000 in funding from the Chuckanut Health Foundation and matching funds provided by the North Sound Accountable Community of Health (NSACH). These funds are included in the 2020 budget and will be included in the 2021 budget. Council approval is required as county direct cost sharing is required to receive this grant.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____		
Originating Department:		85 Health		
Division/Program: (i.e. Dept. Division and Program)		8560 Communicable Disease / 856010 CD & E		
Contract or Grant Administrator:		Cindy Hollinsworth		
Contractor's / Agency Name:		Chuckanut Health Foundation		
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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):	C2019-44	CFDA#:	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/> No <input type="checkbox"/>				
Is this contract the result of a RFP or Bid process?		Contract Cost Center:	623426	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):			
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 type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).		
<input checked="" 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):		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.		
\$	20,000			
This Amendment Amount:				
\$				
Total Amended Amount:				
\$				
Summary of Scope: This grant provides funding for the customization of a van for the Health Department's Mobile Syringe Services Program.				
Term of Contract:	15 Months	Expiration Date:	03/31/2021	
Contract Routing:	1. Prepared by:	JT	Date:	11/18/2020
	2. Health Budget Approval:	KR	Date:	12/03/2020
	3. Attorney signoff:	RB	Date:	12/03/2020
	4. AS Finance reviewed:	M Caldwell	Date:	12/03/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor approved:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	



11/17/20

Cindy Hollinsworth
Communicable Disease and Epidemiology Manager
Whatcom County Health Department
1500 N State St
Bellingham WA 98225

Dear Cindy,

The Chuckanut Health Foundation (or "Foundation") is pleased to inform you that a grant to the Whatcom County Health Department ("Grantee") in the amount of \$20,000 has been approved by the board to support the Syringe Services Program (the "Project") in Whatcom County, as described in the proposal submitted on September 30, 2019.

We understand that the Whatcom County Health Department is a Governmental Agency and the purposes of the Syringe Services Program are charitable in nature. Any changes in that status, or changes to the program must be reported to the Foundation immediately. Any funds not used for the purposes described in this letter will revert back to the Chuckanut Health Foundation. The Grantee will notify the Foundation immediately if the proposed project is canceled and return the grant funds. If the project is delayed, Grantee must request an extension of time or return the funds.

Every grant is a learning opportunity both for the Grantee and for the Foundation. **We ask that the Syringe Services Program submit a progress report and/or evaluation of the program no later than 11/01/2021.**

We request that in any publicity given to this program or grant, acknowledgment be made that funds were received from the Chuckanut Health Foundation. The Whatcom County Health Department has the Foundation's permission to identify the Chuckanut Health Foundation as a source of funding in publications, press releases, your website, and other forms of written and verbal communications. Please send us any Press Releases regarding the project and copies of any publications or articles written about the project.

To receive the first disbursement of funds from the Foundation, we request that you or the appropriate individual at your organization sign a copy of this letter accepting the responsibility of this grant contract. We anticipate mailing the first disbursement check shortly after receiving the executed contract.

On behalf of the entire board of the Chuckanut Health Foundation, we look forward to partnering with you to support the important work that the Whatcom County Health Department is doing to advance individual and community health in Whatcom County.

Very truly yours,

Heather Flaherty, Executive Director

Accepted by:
Whatcom County Health Department

Name/Title Date

Board of Directors

Bryant Engebretson
President

Susan Holstine, DO
Vice President

Greg Winter
Secretary

Kelsey Bedient
Treasurer

Brandi Damon

Susan Given-Seymour

Melynda Huskey

Erin Lynch

Ian McCurdy

Astrid Newell, MD

Eric Richey

Chao-ying Wu, MD

Mike Hammes
Emeritus

Heather Flaherty
Executive Director

Tessa Whitlock
Operations Coordinator

Investing today for a healthier tomorrow.

Enclosure

1500 Cornwall Avenue, Suite 201 | PO Box 5641 | Bellingham, WA 98227-5641

P: 360-671-3349 | www.ChuckanutHealthFoundation.org

WHATCOM COUNTY

SATPAL SIDHU
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County 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: _____

APPROVED AS TO FORM

Approved by email RB/JT

Royce Buckingham, Prosecuting Attorney

12/03/2020

Date



Additional Terms:

AMOUNT OF GRANT. The amount of the grant is \$20,000, payable as described herein and subject to the provisions hereof.

GRANT PERIOD. The grant period begins on *December 13, 2019 and ends on March 31, 2021.*

REPORTING SCHEDULE. The Grantee shall provide narrative and financial reports acceptable to the Foundation reflecting the management of the grant on a quarterly basis. An interim report is due on May 1 and a final report will be due December 1 of 2021.

TENTATIVE PAYMENT SCHEDULE. Subject to the provisions hereof, the grant is tentatively scheduled for payment as follows:
\$20,000 to be disbursed upon receipt of signed agreement and securement of matching dollars for project. Please also send an updated detailed budget for the project.

ANTI-DISCRIMINATION CLAUSE. The Chuckanut Health Foundation has established guidelines reflecting the values of our organization, one of the most important being that of equity. Therefore, we ask that all organizations receiving grants from Chuckanut Health Foundation provide us with a copy of their non-discrimination policy approved by its board of directors pertaining to employees, volunteers and/or those who receive services from your organization. Organizations using a fiscal sponsor must submit their own policy and that of the fiscal sponsor.

SAMPLE POLICY

Below is an example of a general policy statement of non-discrimination. If you do not currently have such a policy, you are welcome to copy this for your own use and submit it for approval and adoption by your board.

(Organization) is committed to equal employment and volunteer opportunity without regard to age, ancestry, disability, national or ethnic origin, race, religious belief, sex, sexual orientation, gender identity, marital status, political belief, or veteran status.

This policy applies to all areas of employment and volunteer participation, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, benefits, social and recreational programs, all other conditions and privileges of employment in accordance with applicable federal, state and local laws.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-592

File ID:	AB2020-592	Version:	1	Status:	Agenda Ready
File Created:	12/03/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: JMitchel@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Compass Health to provide behavioral health services for adult inmates and juveniles involved in the court system in the amount of \$572,717 for a total amended contract amount of \$2,439,780

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #5



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Compass Health – Jail & Juvenile Behavioral Health Services Contract Amendment #5

DATE: December 3, 2020

Attached is a contract amendment between Whatcom County and Compass Health for your review and signature.

▪ **Background and Purpose**

The purpose of this contract is to provide behavioral health services to adults and juveniles involved in the criminal justice system in order to promote stability and recovery. Services provided under this contract include crisis stabilization and connection to behavioral health services for inmates and those releasing to the community with behavioral health problems. Services also include clinically necessary behavioral health treatment for adult inmates and juveniles involved in the court system. The purpose of this amendment is to extend the contract for an additional year to include wage increases of long-term staff and increasing the .60 FTE Program Supervisor to a 1 FTE.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$572,717, is provided by the Behavioral Health Program and North Sound Behavioral Health Administrative Services Organization Jail Services and Trueblood Funds, and the Washington State Health Care Authority Criminal Justice Treatment Account. These funds will be included in the 2021 budget. Council approval is required as funding exceeds 10% of the approved budget.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201611026 – 5

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855020 Mental Health	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Compass Health	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	201611026
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	3.08.100	
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	201904004	
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):	Contract Cost Center:	124114
	16-49		
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): \$ 1,867,063		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.	
This Amendment Amount: \$ 572,717			
Total Amended Amount: \$ 2,439,780			
Summary of Scope: This contract provides funding for crisis stabilization services to adult offenders and Court Involved Youth (CIY) with behavioral health problems and clinically necessary behavioral health services to adult offenders and CIY and engagement of offenders who are releasing into the community.			
Term of Contract:	1 Year	Expiration Date:	12/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 10/1/2020
	2. Health Budget Approval	KR/JG	Date: 11/09/2020/11/06/2020
	3. Attorney signoff:	RB	Date: 11/09/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/03/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

201611026 – 5

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Compass Health
PO Box 3810
Everett, WA 98213-8810

AMENDMENT NUMBER: 5

CONTRACT PERIODS:

Original:	01/01/2017 – 12/31/2017	Amendment #3:	01/01/2020 – 10/31/2020
Amendment #1:	01/01/2018 – 12/31/2018	Amendment #4:	01/01/2020 – 12/31/2020
Amendment #2:	01/01/2019 – 12/31/2019	Amendment #5:	01/01/2021 – 12/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit A – Scope of Work, to increase the .6 FTE Independently Licensed Mental Health Professional providing Program Supervision to a 1 FTE and include direct service responsibilities; revised Exhibit A is attached.
3. Amend Exhibit B – Compensation, to reflect the 2021 contract period; revised Exhibit B is attached.
4. Funding for this contract period (01/01/2021 – 12/31/2021) is not to exceed \$572,717.
5. Funding for the total contract period (01/01/2017 – 12/31/2021) is not to exceed \$2,439,780.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
 Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
 Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
 Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Contractor Signature	Print Name and Title	Date
----------------------	----------------------	------

STATE OF WASHINGTON)
 COUNTY OF SNOHOMISH)

On this _____ day of _____, 2020, before me personally appeared _____, to me known to be the _____ 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: _____

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

STATE OF WASHINGTON)
 COUNTY OF WHATCOM)

On this _____ day of _____, 2020, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County 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: _____

EXHIBIT "A" – Amendment #5 (SCOPE OF WORK)

I. Background

Whatcom County operates three jail facilities: the main jail, the minimum security "Work Center", and the Juvenile Detention facility. All facilities house male and female inmates in either a pre-trial or post-conviction status. All inmate populations include offenders with both misdemeanors and felony charges.

National data indicates that almost 17% of people incarcerated in local jails have a serious and persistent mental illness (SPMI) and up to 66% of juveniles in detention are severely emotionally disturbed (SED). In a recent Department of Social and Health Services report, 58% of inmates booked into the Whatcom County Jail had received a Medicaid mental health service within the previous five year period. In addition, local officials report that the incidence of crisis, suicide risk and mental health problems in both juvenile detention and in the jail has increased four to five times higher than the typical rates in the last few years.

In 2019, the number of jail bookings was 6,517 with an average daily population of 304 between both adult facilities. In that same year, there were 318 admissions to juvenile detention. Jail behavioral health direct services were provided to over 1,632 offenders, while 152 Court Involved Youth (CIY) received similar services.

Behavioral health services in jail and juvenile detention are critical "best practice" components of a criminal justice diversion program in the nationally recognized Sequential Intercept Model (SIM). The County utilizes the Sequential Intercept Model in planning behavioral health services for the community.

The overarching goals of the Jail/Juvenile Behavioral Health Team (JJBHT) are:

1. To provide crisis stabilization services to inmates and CIY whose behavioral health disorder poses a potential safety hazard to themselves or others.
2. To provide clinically necessary services to adult inmates with symptoms of SPMI or Court Involved Youth (CIY) with SED.
3. To engage eligible offenders and CIY who are releasing into community behavioral health services in order to promote stability and recovery.

The services established through this contract shall ensure that offenders with SPMI and SED have access to basic care. Specific sources providing guidance for standards of care for inmates in the jail and upon release include:

1. A United States Supreme Court decision ensures inmates' rights to basic medical care (*Estelle vs. Gamble*, 1976) while incarcerated.
2. The National Commission on Correctional Health Care (NCCHC) ensures standards for behavioral health services for jails.
3. A Washington State legislative mandate, (RCW 71.24.455) ensures standards for transition of adults with SPMI from correctional facilities to community care.

II. Definitions

Behavioral Health Assessment— A process of acquiring information about an individual's mental health status which provides sufficient information to determine medical necessity for behavioral health services covered under this Contract and for ongoing services in the community.

Behavioral Health Agency (BHA)— An agency which is certified by the Division of Behavioral Health and Recovery, to provide behavioral health services to individuals on Medicaid or who have low incomes. Behavioral health services include prevention, intervention, treatment, and recovery from mental health disorders and substance abuse disorders.

Case Management— Assistance to a recipient and their family (or significant other) to obtain, maintain, or develop appropriate resources.

Clinically Necessary Services--- Services recommended by a qualified behavioral health professional, in response to an individual assessment or screening, which will likely prevent decline in mental health status.

Co-occurring Disorders (COD)— For adults in jail, the individual shall have both an SPMI and a substance use disorder. For Court Involved Youth (CIY), the individual shall have an SED and a substance use disorder.

Coordinated Team— A joint process of taking action whereby professionals adjust in response to one another to accomplish shared tasks or goals. Coordination involves clear communication pathways in which information is constantly exchanged about symptom acuity, needs, treatment, and individual progress.

Community Coordination— Coordination of services with the community is the basis for providing stable care. Community coordination links behavioral health services and support systems, and provides for needed and timely transitions between levels of care, services, and service providers.

Computer Information System (CIS)—A database, application programs and manual and machine procedures used by North Sound BHASO (defined below). It also encompasses the computer systems that do the processing.

Court Involved Youth—Juveniles under supervision with the Juvenile Court Administration.

Diagnosics and Statistical Manual of Mental Disorders-5 (DSM-5)—The current manual used as the standard for the classification of and diagnosis of mental disorders.

Dually trained and credentialed—Doctorate or Masters Level Washington State licensed Mental Health, Marriage and Family, or Social Work professionals who also have a Chemical Dependency Professional (CDP) certificate from Washington State.

Engagement—Engagement is defined as clinical services which are intended to initiate a professional relationship with an individual. Engagement consists of identifying the client's expressed needs and stage of readiness for change, and then using this information to motivate the client to change unhealthy behaviors.

Family—

1. For adults, those that the individual defines as family or those appointed/assigned (i.e., guardians, siblings, caregivers and significant others) to the individual.
2. For children, a child's biological parents, adoptive parents, foster parents, guardian, legal custodian authorized pursuant to Title 26 RCW, a relative with whom a child has been placed by DSHS or a tribe.

Individual Voice—This means using indicators of ownership in and involvement with planning his/her own supports and services. In individualized plans, voice is best indicated by the use of "quotations".

Juvenile Detention (JD)—Pursuant to RCW 13.16.030, these are staffed facilities for dependent, wayward and delinquent children, separate and apart from the detention facilities for adults.

Juvenile Court Administration (JCA)—A branch of County government responsible for juvenile detention and probation services.

Memorandum of Agreement (MOA)—This is a formal agreement which outlines the relationship and the responsibilities between two partners and which should be signed by an official from each agency. Where contradictions occur between this contract and the Agreement, this contract shall supersede.

North Sound BHASO or (BHASO)— North Sound Behavioral Health Administrative Services Organization is the regional entity which is responsible for the administration of state-funded mental health and substance use disorder treatment services in Whatcom, San Juan, Skagit, Island and Snohomish counties. North Sound BHASO is a partial funder of this contract for the jail transition (re-entry) services.

Severely Emotionally Disturbed (SED)—A diagnosis made for children who have mental disorders which results in behavioral or conduct issues which clearly interfere with the child's functioning in family, school, or with peers. Further definition is provided in RCW 71.34.

Serious & Persistent Mental Illness (SPMI)— A diagnosable mental disorder that meets criteria in the DSM-5 and which seriously disrupts a person's thinking feeling, mood, ability to relate to others and daily functioning. This definition includes, but is not limited to schizophrenia, bipolar disorder, obsessive-compulsive disorder, major depression, major anxiety disorders, and personality disorders.

Substance Use Disorders (SUD)— A diagnostic classification in the DSM-5 which combines substance abuse and addiction into a single disorder (or set of disorders depending on the type of drug used) which is measured along a continuum from mild to severe depending on symptoms.

Recovery—A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. (SAMHSA)

Warm-handoff— Refers to a practice of making introductions between a client and the new provider when clinically necessary, rather than making a simple referral. For example, if a client has social phobia or other difficulties with showing up for services, a warm-handoff would be appropriate.

III. Statement of Work

A. Service Eligibility:

Adults who are eligible for this program must be incarcerated in or releasing from the Whatcom County Jail or the Work Center. Juveniles who are eligible for this program must be considered Court Involved Youth (CIY) with the Whatcom County Juvenile Court Administration (JCA).

In addition, offenders and CIY must meet one of the following criteria, and shall be considered for services in this priority:

1. Individuals requiring immediate stabilization for symptoms of SPMI/SED, or other behavioral health disorders
2. Trueblood class action members with current symptoms of SPMI or other behavioral health disorders
3. Adults with a history of or current symptoms that may indicate an SPMI. Juveniles with a history of or current symptoms of SED are considered eligible.
4. Have a history of and current symptoms of a co-occurring mental health and SUD disorders.

B. Program Services:

The Contractor shall ensure a coordinated team of skilled professionals to provide the JJBHT services on site at the Whatcom County Jail, the Work Center and JCA. The JJBHT consists of staff members who are qualified to provide in-jail or juvenile crisis services, mental health treatment, and jail or juvenile re-entry services to inmates with SPMI/SED and co-occurring disorders. Services shall consist of the following and more detail will be provided below:

1. Suicide risk assessment and crisis stabilization.
2. Engagement services and behavioral health assessment.
3. Mental health treatment and SUD screening.
4. Community re-entry and re-engagement (warm-hand offs).
5. Case management for up to 90 days upon release or until successful re-engagement, whichever is sooner.
6. Facilitation of Transportation or other services, as needed.

1. In Jail Services & Juvenile Detention.

Triage

After jail and JRA staff have screened inmates and CIY, the Contractor shall provide the following triage services. The Contractor shall:

- a. Solicit regular updates from jail/juvenile corrections staff regarding the status of new and existing inmates and CIY with SPMI/SED. Accept referrals for services from various corrections, professional, and family sources.
- b. Assist corrections staff to identify and monitor high-risk inmates and CIY to coordinate care with appropriate inpatient mental health facilities.

- c. Screen inmates and CIY for high risk behaviors, safety needs, and vulnerability.
- d. Triage inmates, including Trueblood class action members, and CIY with symptoms of SPMI/SED and prioritize their needs for medication evaluation, follow up, and treatment services according to safety and risk.
- e. For adult services - review all written non-urgent correspondence from inmates in the jail and corrections staff (“kites”) and ensure response/disposition within 24 hours.

Assessment and Treatment

The Contactor shall provide the following mental health services, as needed.

- a. Direct crisis management and suicide risk assessment using a standardized risk assessment form. Use a validated suicide risk assessment tool to rate suicidal risk and determine a safety plan for inmates.
- b. Behavioral health assessment, mental health treatment planning, treatment services, referral to psychiatric services, and coordination of care with relevant professionals.
- c. Screen for SUDs and when indicated, coordinate SUD assessments.
- d. Arrangement of civil commitment evaluation by a Designated Crisis Responder when indicated.
- e. Coordination of therapeutic/behavioral response plan with medical/corrections staff as appropriate.
- f. Coordinate care with the individual’s current health care providers.
- g. Ensure appropriate documentation for each area of service, including behavioral health assessments, individual treatment plans, and case notes..
- h. Attempt to engage individuals into the next level of care, including services provided by re-entry staff.

Medical Records Keeping

The Contractor shall maintain documentation of behavioral health services provided to each person treated at the jail and the Work Center in the inmate’s Central Medical Record to include:

- a. Assessments including suicide risk assessments.
- b. Individual care plans.
- c. Individualized case notes in a standardized format as approved by the County.
- d. Screening tools.
- e. Releases of information as needed.

Records for CIY are kept by the Contractor separately from Juvenile Detention medical and probation records. The same records content shall apply to the JCA records as those used for jail services.

The Contractor will work in collaboration with the County in the development of documentation and paperwork, new and revised, but the County will have final approval.

2. Re-entry Services

Reentry services are required by a Washington State legislative mandate, RCW 71.24.455 for individuals releasing from the jail. Re-entry services shall also be provided to CIY who are exiting detention and who are on Probation. The goal of the services is to provide transition services for people with SPMI/SED when released from the county jail or from JCA. These services are intended to facilitate rapid access and engagement to behavioral health services upon individuals' release from confinement or CIY exiting to Probation.

Transition Services

The Contractor shall provide rapid jail transition, engagement, and recovery care coordination services for inmates and CIY upon their release from jail/detention.

- a. Screen incarcerated/releasing adults and CIY with SPMI/SED for entry onto caseload.
- b. Screen incarcerated/releasing adults and CIY with co-occurring disorders (COD) for early recovery and community re-entry needs.
- c. Co-develop a needs assessment with individuals who are eligible for re-entry services.
- d. Co-develop an Individual Service Plan (ISP) with individuals who receive a needs assessment.
- e. Provide or ensure case management services for those offenders with SPMI/SED.
- f. Coordinate with the local Healthcare Authority "In-Person Assister" to ensure expedited enrollment for new or re-instated Medicaid benefits.
- g. Counsel incarcerated/releasing adults and CIY, including brief therapy and engagement and motivational strategies which support initiation of wellness management and ongoing recovery.
- h. Coordinate assessment and engagement of the individual with COD to community SUD treatment services or inpatient treatment as needed.
- i. Meet with individuals to provide "warm-hand offs" to BHAs and other community services, when necessary.
- j. Continue to meet the re-entry needs of the individual after release from jail/JCA until s/he has attended her/his first outpatient appointment or until the individual has declined further services, whichever occurs first.
- k. Terminate services with the individual approximately 90 days after release or as agreed with the individual, unless continued services are clinically necessary beyond 90 days.

Re-Entry Clinical File

The contractor shall maintain a separate clinical file for each client receiving re-entry services. The clinical file must clearly denote when re-entry services began and when they ended. The clinical charts of individuals receiving these services will remain open and active for up to 90-days post-release from jail or JCA. Clinical charts shall include, at a minimum:

- a. Needs assessment.
- b. Global Assessment of Individual Needs-Short Screener (GAIN-SS) tool.
- c. Individualized service plan (ISP).
- d. Individualized case notes in an approved standardized format. (Currently Data, Assessment, Plan format)
- e. Releases of information with external persons or agencies.
- f. Brief discharge plan upon termination of services.

Needs Assessment

Re-entry services shall include a behavioral health needs assessment for individuals identified as needing transition services. The needs assessment shall be written in language and terminology that can be readily understood by individuals. It must be developed with attention to individual voice.

The needs assessment will inform the development of an Individualized Service Plan (ISP). The needs assessment shall contain the following elements:

- a. Individual's identification of problem, in his/her words.
- b. Demographics such as age, culture, gender, disability issues, or other unique characteristics.
- c. Identification of risk issues, to self or others.
- d. Current mental health status assessment.
- e. Identification of current or past behavioral health services received by the individual and agencies involved in care.

- f. Current medications.
- g. Determination of current mental health, medical, and/or substance use disorder needs.
- h. Diagnosis or rule out diagnosis according to DSM-5.
- i. Identification of individual's strengths and resources.
- j. Familial and social issues/living arrangement which may impact care, especially for juveniles.
- k. Education/schooling, vocational history, especially for juveniles.

Individualized Service Plan (ISP)

Individualized and tailored care is a planning process that may be used to develop an individually-driven, strength-based, service plan. Re-entry services must include an ISP in accordance with WAC 246-341-0620 which meets the individual's unique needs. The ISP must be developed with attention to individual voice. In addition to state law, the ISP must:

- a. Be developed collaboratively with the individual's voice, and with other people identified by the individual, and should begin at least thirty (30) days prior to discharge from the jail, whenever possible.
- b. Summarize all behavioral health services sought and provided while in jail.
- c. Identify the individual's transition goals and clinically necessary services for over 90 days or until sufficient engagement, including warm-hand offs, have taken place between the individual and the next provider of services.
 - i. The duration of jail transition engagement services shall be up to 90 days, or a mutually agreed-upon end date.
 - ii. If the program participant is re-incarcerated, the 90-day post-release period shall be temporarily suspended and another 90 days shall be re-instated upon subsequent release.
- d. Identify resources and professional assistance needed in obtaining supportive services, such as SUD treatment or housing.
- e. Assure submission of an expedited enrollment/reenrollment application for public benefits, prior to release with the goal of immediate access to benefits upon the release from incarceration, if needed.
- f. Demonstrate that the provider has worked with the individual, and others at the individual's request, to determine his/her needs in the following life domains:
 - i. Housing.
 - ii. Food.
 - iii. Income.
 - iv. Health and dental care.
 - v. Transportation.
 - vi. Work, school, vocational or other daily activities.
 - vii. Familial/parental, social life and peers, especially for juveniles.

Jail/Juvenile Behavioral Health Team

The County requires professionals with a Master's level or higher education, who are Mental Health Professionals as defined by WAC and RCW. Professionals shall also be independently licensed by the State of Washington or hold a nationally-recognized mental health certificate/license. The Contractor may request a waiver from the County of the requirement for independent licensure for a particular professional; however the County may require additional conditions be met. If the Supervisor is an independently licensed professional in a behavioral health profession the independent licensure can be waived for all of the other clinical positions.

The County prefers dually trained and credentialed/licensed staff (substance use disorders and mental health) for all professional services. Personnel must have skills sufficient to ensure robust engagement with inmates and conduct SUD screening for people with SUDs, especially for juvenile detention/probation services.

The Contractor shall provide the following staffing to deliver and support the services required in this contract:

- a. 2 FTEs Independently Licensed Mental Health Professionals to provide services seven days per week at the jail.
- b. 1 FTE Independently Licensed Mental Health Professional to work CIY in either Juvenile Detention or through Juvenile Probation.
- c. 1 FTE Independently Licensed Mental Health Professional for re-entry services with up to .5 FTE can be used to fill in for in-jail behavioral health coverage.
- d. 1 FTE Independently Licensed Mental Health Professional providing Program Supervision and direct services as needed
- e. .75 FTE Clerical Support.
- f. On-call or back up clinical staff to provide up to 364 hours of coverage for sick leave/vacation when lack of coverage would leave the Jail behavioral health services unstaffed for the day. Coverage hours will be utilized only when necessary and will not apply to the Juvenile Detention/Probation program except as can be provided by staff working at the Jail.

The same independent licensing and educational requirements shall apply to on-call staff as for other clinical staff and the requirement can be waived if the Supervisor is independently licensed.

The Contractor shall work with the County Contract Administrator to ensure coverage and transition plans are in place prior to staff reorganization. The Contractor will ensure that corrections staff, the Chief of Corrections, and the Contract Administrator are apprised of coverage issues for holidays, vacations and long term leaves of absence.

For Adults in the County jail: When regular staff is absent and coverage for jail services is needed, referrals shall be triaged for emergent issues only, staff shall contact the jail shift sergeant each day to discuss inmate needs and acuity and to provide in-person response, when necessary..

The Contractor shall conduct Criminal Background checks on new staff and on all current employees. The Contractor shall ensure and document that each new employee receives safety orientation training from corrections to be turned in to the Contract Administrator within 10 days of the start date of employment.

IV. Reporting Requirements

The Contractor shall ensure the following reports are completed and submitted:

1. *Criminal Justice Treatment Account Programmatic Treatment Report*- to be submitted on a quarterly basis with the following scheduled due dates: April 15, July 15, October 15, January 15. Report information, including acquiring Secure File Transfer credentials can be found in Exhibit F – Washington State Health Care Authority Data Use, Security, and Confidentiality Requirements.
2. A monthly Trueblood Report submitted by the 15th of the month following the month in which the services were provided.
https://nsbhaso.org/for-providers/forms/Trueblood_Monthly_Reporting_Form.pdf
3. A monthly report of data and outcomes in a format provided by the County to be submitted by the 15th of the month following the month in which services were provided. The County will provide the data report format by December 28th of each year. Any requests for additional data must be approved by the Contract Administrator. The report shall be sent to the County Administrator to include the following data and outcomes:

For Jail BH Services

1. Number of non-emergent referrals.
2. Number of responses to non-emergent referrals within 24 hours.
3. Percentage of total referrals where a 24 hours response was provided. (NCCHC)
4. Number of people evaluated for ITA.

5. Number of people sent for involuntary treatment.
6. Number of suicidal inmates with a high risk rating.
7. Number of inmates where risk acuity was reduced.
8. Percentage of inmates with a high suicide risk where the risk acuity was reduced.
9. Total number of inmates receiving services from this program.
10. Number of individuals served with Serious and Persistent Mental Illness (SPMI).
11. Number of people served by RES.
12. Number of people who received assistance with accessing health care benefits through RES.

For Juvenile BH Services

1. Total number of inmates served by Juvenile Behavioral Health Services.

In addition, services provided under this contract for jail re-entry services must be reported in accordance with North Sound BHASO's data dictionary. Every record established for each individual receiving service, must contain identical elements to those submitted in North Sound BHASO's Central Information System (CIS). Each encounter must have a description in the North Sound BHASO's data dictionary.

V. Other Administrative Contract Requirements

1. Contractor shall develop and submit the following documents to the County Administrator. Forms shall be resubmitted to the Contract Administrator for approval, whenever redesigned or updated.
 - A. All screening, assessment and treatment forms or mock files the Contractor is planning to use in Jail, JCA and Re-entry services within 60 days of the start date of services.
 - B. The Contract Administrator shall set up and facilitate meetings with Jail and with JCA for discussion of Memoranda of Agreement (MOA) The Contractor shall develop and submit each MOA within 60 days of the start date of this contract. Each MOA shall be renewed on an annual basis, unless waived by the Contract Administrator. Specifics of each MOA are identified below:
 - i. An MOA with the Whatcom County Jail which identifies:
 - a. Triage and referral process between corrections, medical and the JJBHT staff and triage procedures.
 - b. Procedures for facilitating involuntary treatment referrals, operation of clinics, segregation rounds, staffing, classes, collaborating with the jail on medication prescriptions for release, etc.
 - c. Responsibilities and procedures for suicide risk assessment
 - d. Re-entry procedures for working with individuals who are releasing to other communities or tribes.
 - e. Procedures for contacting and working with BHAs on currently enrolled individuals being readmitted to services.
 - f. Procedures for ensuring individual prescriptions for inmates with SPMI as necessary to ensure stability until first appointment.
 - g. Additional data requested by the Jail upon approval from the Health Department.
 - ii. An MOA with JCA which identifies:
 - a. Referral procedures between medical, Detention, and the JJBHT.
 - b. A referral procedure for CIY with SED from probation to JJBHT.
 - c. A Timeline for appropriate and necessary response to referrals, i.e. 24 hours
 - d. The mutual arrangement for onsite and offsite hours provided by the Contractor.
 - e. Procedures for other specific tasks to include:

1. Classes and groups to be conducted
 2. Outreach visits with probation officers
 3. Responsibilities for individuals needing Involuntary Treatment Act services
 4. Responsibilities and procedures for Suicide Risk Assessment
- C. In cooperation with the County, the Contractor shall develop a manual for staff consisting of policies and procedures, checklists, and workflows to formalize roles and responsibilities for activities such as psychiatric clinic, rounding, non-urgent and urgent responses, re-entry work, etc. The manual will provide a method of ensuring that clinicians fully understand their roles, it will help with orienting new staff, and it will ensure efficient operations. This formalization process shall be completed by October 31, 2020.

2. Flexible (Flex) Funding

The Contractor shall ensure the appropriate use of flex funding for both CIY and adults releasing into the community. Flex funding is intended to assist the individual with barriers to achieving goals towards their recovery. The Contractor shall document flex funding on the County authorized "Flex Fund Documentation" sheet, ensuring and initialing that all expenditures were administratively reviewed by an authorized representative.

3. Grievance, Appeal and Fair Hearing Processes

Contractor must implement grievance, appeal and fair hearing processes that are in conformance with North Sound BHASO policies and procedures.

Contractor and its subcontractors shall abide by North Sound BHASO, grievance, appeal and fair hearing determinations.

In addition the Contractor shall:

- A. Implement a Grievance process that complies with North Sound BHASO policies and procedures;
 - B. Coordinate with North Sound BHASO grievance process and Ombuds Services;
 - C. Provide assistance to clients filing a grievance;
 - D. Provide access to interpreter services and toll free numbers with adequate TTY/TTD and interpreter capability; and
 - E. Incorporate concerns from grievances into Contractor services without identifying individual clients.
 - F. Meet with the County on a twice monthly basis unless canceled by the Contract Administrator.
4. Contractor must comply with all applicable North Sound Behavioral Health Administrative Services Organization Terms and Conditions of the contract identified in the link below per Section 2.2.27, including but not limited to, the Supplemental Service Provider Guide (also linked below), and terms relating to licensure, insurance, and billing of individuals for service:

https://nsbhaso.org/for-providers/contracts/NORTH_SOUND_ASOWHATCOM_COUNTY-ICN-19_.pdf and https://nsbhaso.org/for-providers/supplemental-provider-service-guide/North%20Sound%20BH-ASO%20Supplemental%20Provider%20Service%20Guide_11142019.pdf. Any updates to these documents will be communicated by the County via email with a link to the current document.

Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents, and/or agents in connection with or in support of this Contract. Subcontractor expressly

agrees and understands that North Sound BH-ASO is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.

**EXHIBIT “B” – Amendment #5
(COMPENSATION)**

- I. **Budget and Source of Funding:** The source of funding for this contract, in the amount not to exceed \$572,717 is North Sound Behavioral Health Organization Jail Services and Trueblood Funds, Washington State Health Care Authority Criminal Justice Treatment Account, and the Behavioral Health Program Fund.
- II. **Budget, Rates, and/or Allowable Costs:** The budget for this cost reimbursement contract is as follows:

2021 Budget		
Cost Description	Documents Required Each Invoice	Budget
Personnel	Expanded GL report for the period	\$492,609
Communications	GL detail	\$600
Supplies	GL detail	\$1,200
Mileage/Travel/Training	Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, number of miles traveled, and a brief description of purpose. Mileage will be reimbursed at the current IRS rate available at www.gsa.gov/portal/category/104715 . Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required.	\$3,900
Flex Funds (BH)	Flex Fund Spreadsheet and copies of invoices or receipts per Whatcom County Flex Funds Guidelines	\$3,000
Professional Liability Insurance	GL detail	\$5,520
	SUBTOTAL:	\$506,829
Indirect Costs – 13%		\$65,888
	TOTAL	\$572,717

The contractor may transfer funds among budget line items in an amount up to 10% of the line item; however, administration/indirect costs cannot exceed the identified rate. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County. No more than 70% of the authorized service level may be expended during the first six-month period.

III. Invoicing

- The Contractor shall submit itemized invoices on a monthly/quarterly basis in a format approved by the County. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

4. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-593

File ID:	AB2020-593	Version:	1	Status:	Agenda Ready
File Created:	12/07/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: CDonofri@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide housing case management services in the amount of \$271,615 for a total amended contract amount of \$1,865,647

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #9



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Opportunity Council – Housing Case Management Contract Amendment #9
DATE: December 7, 2020

Attached is a contract amendment between Whatcom County and Opportunity Council for your review and signature.

▪ **Background and Purpose**

Housing Case Managers provide assistance to access housing, improve housing stability and reduce homelessness through joint efforts between the Whatcom Homeless Service Center (WHSC) and Community Services Division of the Opportunity Council. Referrals for the services provided under this contract originate from the WHSC which prioritizes those who are most vulnerable for services. The purpose of this amendment is to add funding for chronically homeless families with children, staffing and existing line items, update reporting requirements, renew the contract for an additional 6 months, and incorporate subrecipient requirements for the Washington State Department of Commerce Emergency Solutions Grant – COVID-19 (ESG-CV).

This contract will meet the maximum number of allowable contract extensions on 12/31/2020, however, due to the COVID-19 pandemic, agencies providing case management services have been overwhelmed with providing critical services to Whatcom County's homeless populations and did not have the administrative capacity to respond to a Request for Proposal. The Whatcom County Finance and Prosecuting Attorney's offices made the decision to allow the currently contracted case management agencies to operate through June 30, 2021 and delay the issuance of a new RFP until the end of 2020.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$271,615, is provided by the Washington State Department of Commerce Consolidated Homeless Grant, ESG-CV Grant (CFDA 14.231) and local document recording fees. These funds will be included in the 2021 budget. Council approval is required as the number of allowable extensions indicated in the original contract will be exceeded by this amendment.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201611025 – 9

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Barbara Johnson-Vinna	
Contractor's / Agency Name:		Opportunity Council	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	14.231
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202008014	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	122200 / 122300 / 122800
	16-47		
Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	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): \$ 1,594,032		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.	
This Amendment Amount: \$ 271,615			
Total Amended Amount: \$ 1,865,647			
Summary of Scope: This contract provides funding for housing case management and supportive services to individuals and households who are homeless or at risk of homelessness.			
Term of Contract:	6 Months	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 10/09/2020
	2. Health Budget Approval	KR/JG	Date: 11/30/20 / 12/03/20
	3. Attorney signoff:	RB	Date: 12/04/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/07/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2020-593	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225**

**AND CONTRACTOR:
Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225**

AMENDMENT NUMBER: 9

CONTRACT PERIODS:

Original:	01/01/2017 – 12/31/2017	Amendment #5:	10/01/2018 – 12/31/2018
Amendment #1:	01/01/2018 – 12/31/2018	Amendment #6:	01/01/2019 – 12/31/2019
Amendment #2:	01/01/2018 – 12/31/2018	Amendment #7:	07/01/2019 – 12/31/2019
Amendment #3:	01/01/2018 – 12/31/2018	Amendment #8:	01/01/2020 – 12/31/2020
Amendment #4:	07/01/2018 – 12/31/2018	Amendment #9:	01/01/2021 – 06/30/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 6 months, as allowed by WCC 3.08.100(A)(6) under the declaration of emergency for COVID-19.
2. Amend Exhibit A – Scope of Work to include compliance with Washington State Department of Commerce Emergency Solutions Grant (ESG – CFDA 14.231) terms and conditions (Section V – #8), update outcomes required in a 6-month period and reporting requirements (Section VI – #14) for households supported by ESG funding; revised Exhibit A is attached.
3. Amend Exhibit B – Compensation to reflect a 6-month budget; revised Exhibit B is attached.
4. Add Exhibit H – Special Terms and Conditions for Emergency Solutions Grant – COVID 19 ESG—CV (CFDA #14.231).
5. Funding for this contract period (01/01/2021 – 06/30/2021) is not to exceed \$271,615.
6. Funding for the total contract period (01/01/2017 – 06/30/2021) is not to exceed \$1,865,647.
7. All other terms and conditions remain unchanged.
8. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO /REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Greg Winter, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Opportunity Council
1111 Cornwall Avenue
Bellingham, WA 98225
Greg.Winter@oppco.org

EXHIBIT "A" – Amendment #9
(SCOPE OF WORK)

I. Background

According to the annual Point in Time Count of homeless persons conducted in 2019, at least 700 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. The Whatcom County Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the plan. Housing case management under Whatcom Homeless Service Center (WHSC) partnership includes both rental subsidy and housing case management components. The WHSC staff determines client eligibility for services and authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals for case management to partner agencies, and coordinates required data collection efforts. Through this contract, Opportunity Council will serve as one of the WHSC partner agencies providing Housing Pool case management and other housing case management services. The purpose of this contract is to provide case management for individuals and families experiencing homelessness or at risk of homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

II. Definitions

Housing Pool (HP)	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
Permanent Supportive Housing Population	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.
HMIS	Washington's Homeless Management Information Services, a data base.
Homeless Diversion	Diversion starts with problem-solving conversations to identify a household's own strengths and resources. Services are tailored to meet each family's most critical needs to quickly move into housing. Diversion services can include short-term/one-time financial support (i.e. deposit assistance, flex funding).
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access (2) diversion assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements.

III. Statement of Work

The contractor will provide housing case management services. Housing case management includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include: developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households' rights are protected; developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance. Housing case management also includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing such as: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

The additional types of housing case management services to be provided include:

Intake services: People who are seeking homeless housing assistance will receive housing intake services to collect client information and assess eligibility for housing programs. Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

Housing Pool (HP) services: HP case management services are designed to make persons who are homeless or at imminent risk of homelessness aware of available programs and provide them with a point of access to housing services. HP case management provides supportive services designed to assist people waiting for housing to be able to move rapidly into permanent housing by helping clients stabilize, identify barriers to housing, and engage in activities required to remove those barriers. HP case management diverts people from entering the homeless shelter system whenever possible.

Diversion services: Diversion can be the first response to resolving an episode of homelessness by focusing on re-housing a family without their entering a longer-term housing program. Diversion starts with problem-solving conversations to identify a household's own strengths and resources. Services are tailored to meet each family's most critical needs to quickly move into housing. Diversion services can include short-term/one-time financial support (i.e. deposit assistance, flex funding).

IV. Program Outcomes

During this contract period, the housing case management services provided by the Contractor will deliver the following outcomes:

1. At least 75 households will receive Housing Pool case management during the first six months of 2021.
2. At least 4 households will receive short-term housing case management during the first six months of 2021 (excludes motels/transitional housing).
3. Total number of households in motels that received short-term housing CM (no specific target).
4. At least 30 families with children will receive diversion case management.
5. At least 10 households in PSH will receive case management.
6. At least 8 households receiving Skagit HOME TBRA rental assistance will receive case management.
7. Median number of days in case management prior to being housed will be 75.
8. Mean number of days in case management prior to being housed will be 80.
9. At least 85% of families that reached a 12 month period of time since exiting the Ending Family Homelessness project or Rapid ReHousing case management will have retained stable housing.
10. Of the households in PSH, at least 90% will be stably housed (including exits from PSH to permanent housing).
11. At least 40 WCHD funded case management households (from ES, Diversion, EFH, Housing Pool, TBRA RRH or unstably housed, and EFH) will achieve housing stability.
12. At least 15 households will be housed directly from the Housing Pool with deposit/move in assistance (this is contingent upon availability of rental assistance and referrals).
13. At least 8 unduplicated households will be stably housed with EFH RRH while receiving case management.
14. At least 20 unduplicated households will receive assistance funded through and eligible for the ESG-CV.

V. Additional Requirements

The contractor will:

1. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services—including deposits, rental payments, and completed home visits.
2. Comply with the following HP Referral procedure. When Contractor believes a referral from the HP is not a good fit for their program – a situation that should be rare - the following procedure must be followed:
 - a. Contractor will submit a written description of the situation that justifies returning the client to the HP, and
 - b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HP case management services coordinator (or designee).
 - c. The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.
 - d. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
3. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
 - a. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system.
 - b. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
 - c. Informing clients/tenants that damage to their unit may result in eviction and loss of the unit in the future for our homeless housing system.
 - d. Informing prospective tenants what they need to do to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing.
 - e. In scattered site, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide Case managers free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated whenever requested.
 - f. Document in each client file that these expectations were communicated to the client/tenant.
4. Requiring professional development training for direct service staff and supervisors.
5. Attending Whatcom County Coalition to End Homelessness meetings and sponsored activities.
6. Attending meetings and events coordinated by WHSC.
7. Comply with the State of Washington, Department of Commerce Consolidated Homeless Grant (CHG) requirements, policies and procedures in the Consolidated Homeless Grant Guidelines including periodic updates to the Guidelines* which can be accessed at:
<http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>

*The County will provide notification by email when updates to the CHG Guidelines are available by Commerce.

8. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at:
<https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femanl7tml> and
<https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/>

VI. Reporting Requirements

The contractor shall submit quarterly reports* to the WCHD utilizing HMIS data by using the quarterly reporting template accessed on the County website as noted below. Reports will demonstrate the contractor's progress toward achieving the program outcomes identified above. Quarterly reports are due on April 15, July 15, October 15, January 15.

*Contractors will be notified via email of updates to quarterly reporting templates. Current reporting templates will be posted on the Whatcom County Health Department Housing Program website which may be accessed at:
<http://www.whatcomcounty.us/DocumentCenter/View/37569/WCHDquarterlyCMreport2019CCS>

Reports will include data for only those clients served under this contract and include:

1. # of households that received Housing Pool (HP) case management this quarter.
2. # of households that received short-term housing (excluding motels & transitional housing) CM this quarter (carry-over in Q1 and new thereafter).
3. # of households that received short term housing C/M this quarter in motels (carry-over in Q1, new thereafter).
4. #of FWC that received diversion CM this quarter (carry-over in Q1, new thereafter).
5. Total # of households in PSH that received CM during the quarter (carry-over in Q1, new thereafter).
6. # of households that received Skagit HOME TBRA served with CM this quarter.
7. Median # of days in CM prior to being housed this quarter.
8. Mean # of days in CM prior to being housed.
9. For families that reached a 12 month period time in the quarter since exiting the Ending Family Homelessness project or Rapid ReHousing CM, the % that retained stable housing for those 12 months.
10. Of the households that were in PSH at the beginning of the quarter, the % that remained housed at the end of the quarter. Exits to stable housing are included in housing retention.
11. Number of WCHD funded case managed households (from ES, Diversion, EFH, HP, TBRA RRH or unstably housed) that achieved housing stability this quarter.
12. # of households directly from the HP with deposit/move-in assistance (contingent upon rent assistance and referrals).
13. Unduplicated # of households that become stably housed with EFH RRH that received case management during this quarter.
14. Unduplicated # of households that received assistance funded through and eligible for the ESG-CV.

Additionally, Projects falling under the specific intervention types and funded by the Consolidated Homeless Grant (CHG), will be expected to meet or demonstrate progress towards the system-wide performance measures as set by the Washington State Department of Commerce. CHG System Wide Mandatory Performance Measures and benchmarks specific to intervention type (HMIS project type), and periodic updates provided by Commerce, are accessible on the County website at: <http://whatcomcounty.us/910/Housing-Program>.

Changes to the CHG System-wide Mandatory Performance Measures may be made without contract amendment. In the event of an update, the County will provide email notification with a link to the current chart on the County's website. CHG Grantees must meet or demonstrate progress towards established performance measure targets by meeting the indicated benchmarks. Diversion performance measures are exempted from the following "Consequences of non-compliance" as per Commerce, wherein "Grantee" refers to the County being the CHG recipient:

- a. If Commerce determines that a Grantee is failing to comply with the Guidelines, Terms and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the non-compliance.
- b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
- c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

EXHIBIT "B" – Amendment #9
(COMPENSATION)

- I. **Source of Funding:** The source of funding for this contract, in an amount not to exceed \$271,615, is local document recording fees and the Consolidated Homeless Grant and Emergency Solutions COVID-19 (CFDA 14.231) Grants from the Washington Department of Commerce. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

CONTRACT BUDGET (01/01/2021 – 06/30/2021)		
Cost Description	Documents Required Each Invoice	Budget
<i>Personnel (salary, taxes and benefits):</i> Housing Case Manager Case Management Services Coordinator Homeless Housing Programs Manager Information & Referral Specialist	Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.	\$202,285
PSH CH FWC (CHG) Case Management		23,699
Communications – does not include system upgrades or capital costs	GL detail	\$970
Printing & Duplicating		\$225
Occupancy		\$7,554
Mileage	Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per www.gsa.gov), and a brief description of the purpose of travel.	\$2,250
Travel/Training	Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required.	\$1,500
Office Equipment and Supplies	GL detail	\$3,125
Postage		\$405.50
Flex Funds	Flex Fund Spreadsheet plus copies of receipts	\$500
SUBTOTAL		\$242,513.50
Indirect Costs @ 12%		\$29,101.6
TOTAL		\$271,615

Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect costs shall not exceed the current federally approved rate.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

“Exhibit H”

(Special Terms and Conditions for Commerce Emergency Solutions Grant – COVID 19 ESG-CV –
CFDA #14.231)

The funds allocated for services performed under this grant are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are liable for claims or damages arising from the Contractor’s performance of this subgrant.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- B. “COMMERCE” shall mean the Department of Commerce.
- C. “Grant” or “Agreement” means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. “Grantee” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. “State” shall mean the state of Washington.
- G. “Subgrantee/Subcontractor” shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms “subgrantee/subcontractor” refers to any tier.
- H. “Subrecipient” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

3. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

6. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 - B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.
- If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

7. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

8. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

9. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

10. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suite, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the state and its agencies, officers, agents, or employees.

12. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

13. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

14. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made with only reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection
 - 2) The basis for the cost or price

3) Justification for lack of competitive bids if offers are not obtained

viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

15. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE'S name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

16. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

17. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

18. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

19. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

20. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

21. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.

22. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

23. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents, or Subgrantees/Subcontractors.

24. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-595

File ID:	AB2020-595	Version:	1	Status:	Agenda Ready
File Created:	12/07/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: CDonofri@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lydia Place to provide housing case management services in the amount of \$159,267 for a total amended contract amount of \$897,067

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #6



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Lydia Place – Housing Case Management Contract Amendment #6
DATE: December 7, 2020

Attached is a contract amendment between Whatcom County and Lydia Place for your review and signature.

▪ **Background and Purpose**

This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center. The purpose of this contract is to provide case management and supportive services to those individuals experiencing homelessness or who are newly housed, in order to improve housing stability and reduce homelessness in Whatcom County. This amendment renews the contract for an additional 6 months.

This contract will meet the maximum number of allowable contract extensions on 12/31/2020, however, due to the COVID-19 pandemic, agencies providing case management services have been overwhelmed with providing critical services to Whatcom County’s homeless populations and did not have the administrative capacity to respond to a Request for Proposal. The Whatcom County Finance and Prosecuting Attorney’s offices made the decision to allow the currently contracted case management agencies to operate through June 30, 2021 and delay the issuance of a new RFP until the end of 2020.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$159,267, is provided by local document recording fees, HB 2060, and the Washington State Department of Commerce Consolidated Homeless and Emergency Solutions COVID-19 Grants (CFDA 14.231). These funds will be included in the 2021 budget. Council approval is required as the number of allowable extensions indicated in the original contract will be exceeded by this amendment.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201611028 – 6

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Lydia Place	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	201611028
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	14.231
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202008014 / 201907017	
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):	Contract Cost Center:	16-47 122200 / 122800
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	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): \$ 737,800		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.	
This Amendment Amount: \$ 159,267			
Total Amended Amount: \$ 897,067			
Summary of Scope: This contract provides funding for case management services to individuals receiving rental subsidies through the Whatcom Homeless Service Center in order to improve housing stability and reduce homelessness in Whatcom County.			
Term of Contract:	6 Months	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 11/03/2020
	2. Health Budget Approval	KR/JG	Date: 11/23/20 / 12/03/20
	3. Attorney signoff:	RB	Date: 12/04/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/07/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2020-595	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

201611028 – 6

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Lydia Place
PO Box 28487
Bellingham, WA 98228

AMENDMENT NUMBER: 6

CONTRACT PERIODS:

Original:	01/01/2017 – 12/31/2017	Amendment #4:	01/01/2019 – 12/31/2019
Amendment #1:	08/01/2017 – 12/31/2017	Amendment #5:	01/01/2020 – 12/31/2020
Amendment #2:	01/01/2018 – 12/31/2018	Amendment #6:	01/01/2021 – 06/30/2021
Amendment #3:	12/01/2018 – 12/31/2018		

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 6 months.
2. Add the following language to the General Terms and Conditions (page 8 of the original contract), necessary as recipients of Federal funding:

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

If applicable, 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 "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

3. Amend Exhibit A – Scope of Work to update program outcomes and include compliance with requirements for funding from the Washington State Department of Commerce Emergency Solutions COVID-19 Grant; revised Exhibit A is attached.
4. Amend Exhibit B – Compensation to reflect a 6 month budget; revised Exhibit B is attached.
5. Add Exhibit F – Special Terms and Conditions for Commerce Emergency Solutions Grant.
6. Funding for this contract period (01/01/2021 – 06/30/2021) is not to exceed \$159,267.

7. Funding for the total contract period (01/01/2017 – 06/30/2021) is not to exceed \$897,067.
8. All other terms and conditions remain unchanged.
9. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Emily O'Connor, Executive Director		
_____	_____	_____
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____ Date
Satpal Singh Sidhu, County Executive

CONTRACTOR INFORMATION:

Lydia Place
PO Box 28487
Bellingham, WA 98228
eoconnor@lydiaplace.org

EXHIBIT "A" – Amendment #6
(SCOPE OF WORK)

I. Background

According to the annual point in time count of homeless persons conducted in January of 2019, at least 700 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. Whatcom County’s Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the Plan.

Housing case management under WHSC partnership includes both rental subsidy and housing case management components. The WHSC staff determines client eligibility for services and authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals for case management to partner agencies, and coordinates required data collection efforts. Through this contract, Lydia Place will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing housing case management.

The purpose of this contract is to provide case management for individuals and families experiencing homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

II. Definitions

Housing Interest Pool (HIP)	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
HMIS	Washington’s Homeless Management Information Services, a data base.
Permanent Supportive Housing Population	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management. Chronically Homeless Families (CHF) have one head of household that meets the definition of chronic homelessness (as stated in CHG Guidelines), and one or more dependents defined as minor children, disabled dependents, or full time students. Household income may not exceed 50% area median gross income as defined by HUD.
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements.

III. Statement of Work

The contractor will provide housing case management services. Housing case management includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include: developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households’ rights are protected; developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance. Housing case management also includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing such as: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee

services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

Services will be provided to low-income and/or homeless individuals and households residing in Whatcom County. Eligible individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

IV. Program Outcomes

During this six month contract period, the housing case management services provided by Lydia Place will deliver the following outcomes:

1. Forty-five (45) households in Permanent Supportive Housing or Rapid Rehousing programs will receive case management services
2. Twenty (20) currently homeless households will receive case management services
3. The contractor will strive to rapidly rehouse clients with the goal of most moving into housing in 65 days or less from enrollment in case management and with an average (mean) enrollment period of 80 days or less
4. The contractor will strive to create housing stability with the target of moving 10 households from homelessness into housing stability while preventing all case managed households in housing from becoming homeless.
5. At least two (2) chronically homeless (CH) families with children (FWC) will receiving housing subsidies funded by a special category of Consolidated Homeless Grant (CHG) funding designated specifically for permanent supportive housing for CH FWC, and at least six (6) families will receive housing case management support funded by a special category of CHG funding specifically designated for permanent supportive housing for CH FWC.

V. Additional Requirements

The contractor will:

1. Comply with all of the State of Washington, Department of Commerce Consolidated Homeless Grant (CHG) requirements, policies and procedures in the CHG Guidelines including periodic updates to the Guidelines which can be accessed at <http://www.commerce.wa.gov/serving-communities/homelessness/consolidated-homeless-grant/>.
2. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at: <https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femanl7tml> and <https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/>
3. Commit to ending homeless in Whatcom County by:
 - a. Prioritizing unsheltered homeless households for services (as per CHG Guidelines).
 - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing (as per CHG Guidelines).
 - c. Employing a progressive engagement service model (as per CHG Guidelines).
 - d. Prioritizing households likely to become homeless when using prevention rental assistance (as per CHG Guidelines).
4. Comply with Special Conditions of Commerce Grants incorporated herein incorporated as Exhibit E.

5. Comply with Special Terms and Conditions for Commerce Emergency Solutions Grant – COVID 19 ESG-CV – CFDA #14.231 herein incorporated as Exhibit F.
6. Comply with state confidentiality laws and regulations.
7. Ensure that all costs incurred comply with CHG Guidelines as specified in Section V.(1) above and Exhibit E.
8. Commit to reporting complete quality data that is timely, truthful and accurate (as per CHG Guidelines and HMIS User Agreement).
9. Consequences of non-compliance with CHG Guidelines as per the WA State Department of Commerce, include:
 - a. If Commerce determines that a Grantee is failing to comply with the Guidelines, Terms and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the non-compliance.
 - b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
 - c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.
10. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services—including deposits, rental payments, and completed home visits.
11. Comply with the following HIP Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program – a situation that should be rare - the following procedure must be followed:
 - a. Contractor will submit a written description of the situation that justifies returning the client to the HIP.
 - b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).
 - c. The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.
 - d. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
12. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
 - a. Inform clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system
 - b. Inform Clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons.
 - c. Inform Clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system
 - d. Inform prospective tenants what they need to do to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing
 - e. In scattered site, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide Case managers free and confidential

technical assistance on effective methods for cleaning apartment units that have been contaminated whenever requested

- f. Document in each client file that these expectations were communicated to the client/tenant.
13. Require professional development training for direct service staff and supervisors.
14. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.
15. Attend meetings and events coordinated by WHSC.

VI. Reporting Requirements

1. The contractor shall submit quarterly reports* utilizing HMIS data showing the contractor's progress toward achieving the outcomes identified above. Quarterly reports are due on April 15, July 15, October 15, and January 15. Reporting templates for case management will be posted on the Whatcom County Health Department Housing Program website which may be accessed at:

<http://www.whatcomcounty.us/DocumentCenter/View/37570/WCHDquarterlyCMreportLP>

*Contractors will be notified via email of updates to quarterly reporting templates.

2. Reports will include data for only those clients served under this contract and include:
 - a. Number of homeless households that received case management during the quarter
 - b. Number of homeless individuals that received case management during the quarter
 - c. Number of households in permanent supportive housing that received case management services during the quarter
 - d. Number of households in rapid re-housing programs that received case management services during the quarter
 - e. Average length of time homeless (unsheltered, sheltered, and/or transitional housing project) in case management prior to being housed (in RRH, PSH, or other stable housing situation)
 - f. Median length of time homeless (unsheltered, sheltered, and/or transitional housing project) in case management prior to being housed (in RRH, PSH, or other stable housing situation)
 - g. Number of case managed households that lost stable housing or exited case management while homeless
 - h. Number of case managed households that achieved housing stability while receiving case management services
3. Permanent Supportive Housing for Chronically Homeless Families with Children
 - a. Number of households that received housing subsidies and case management this quarter and year to date.
 - b. Number and % that retain their housing for six months.
 - c. Number of households that re-entered homelessness after receiving PSH for CH FWC subsidies.

Additionally, projects falling under specific intervention types and funded by the Consolidated Homeless Grant (CHG) will be expected to meet or make progress meeting the System Performance Measures and benchmarks as required by the Washington State Department of Commerce. System wide performance measures and benchmarks specific to intervention type (HMIS project type) are provided on the CHG System Performance Measures chart on our website at: <http://whatcomcounty.us/910/Housing-Program>.

Changes to the CHG System wide Performance Measures may be made without contract amendment. In the event of an update, the County will provide email notification with a link to the current chart on the County's website. CHG Grantees must meet or demonstrate progress towards established performance measure targets by meeting the indicated benchmarks. Targeted prevention performance measures are exempted from the 'Consequences of non-compliance' stated above in Section V. (9)(a-c) as per Commerce, wherein 'Grantee' refers to the County being the CHG recipient.

- a. If Commerce determines that a Grantee is failing to comply with the Guidelines, Terms and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the non-compliance.
- b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
- c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

EXHIBIT "B" – Amendment #6
(COMPENSATION)

I. **Source of Funding:** The source of funding for this contract, in the amount not to exceed \$159,267, is local document recording fees and the WA State Department of Commerce Consolidated Homeless Grant and the Emergency Solutions COVID-19 Grant (CFDA 14.231). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract period (01/01/21 – 06/30/21) is as follows:

Cost Description	Documents Required Each Invoice	Budget
Personnel-Case Managers, Housing Program Supervisor	Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period	\$54,002
Personnel – Case Managers, Housing Program Supervisor – <i>Funded by ESG-CV (indirect beyond 7% paid by document recording fees)</i>		\$53,256
Personnel – Case Managers, Housing Program Supervisor specific to services for chronically homeless families with children		\$15,000
Rental Assistance (Commerce funds) specific to chronically homeless families with children	Expanded GL Report for the period plus documentation including client ID, payee, and amount of payment. For Rental Assistance – itemize payee for-profit/non-profit status	\$10,780
Mileage	Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per www.gsa.gov), and a brief description of the purpose of travel.	\$2,000
Direct Service Staff Training	Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required.	\$350
Program specific Occupancy costs	GL Detail	\$4,000
Program specific Supplies and Postage		\$600
Program specific utilities & phone		\$3,500
Professional Services		\$1,300
SUBTOTAL		\$144,788
Indirect costs @ 10%		\$14,479
TOTAL		\$159,267

Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County. Indirect costs shall not exceed 10%.

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

“Exhibit F”
(Special Terms and Conditions for Commerce Emergency Solutions Grant –
COVID 19 ESG-CV – CFDA #14.231)

The funds allocated for services performed under this grant are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are liable for claims or damages arising from the Contractor’s performance of this subgrant.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- B. “COMMERCE” shall mean the Department of Commerce.
- C. “Grant” or “Agreement” means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. “Grantee” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. “State” shall mean the state of Washington.
- G. “Subgrantee/Subcontractor” shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms “subgrantee/subcontractor” refers to any tier.
- H. “Subrecipient” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

3. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

6. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

7. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

8. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the

author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

9. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

10. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state from and against all claims for injuries or death arising out of or resulting from the performance of the contract. “Claim” as used in this contract, means any financial loss, claim, suite, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee’s obligation to indemnify, defend, and hold harmless includes any claim by Grantee’s agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee’s or any subgrantee’s/subcontractor’s performance or failure to perform the Grant. Grantee’s obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the state and its agencies, officers, agents, or employees.

12. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

13. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

14. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made with only reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection
 - 2) The basis for the cost or price
 - 3) Justification for lack of competitive bids if offers are not obtained
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

15. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE'S name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

16. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

17. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

18. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

19. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

20. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

21. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.

22. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

23. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents, or Subgrantees/Subcontractors.

24. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-596

File ID:	AB2020-596	Version:	1	Status:	Agenda Ready
File Created:	12/07/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: CDonofri@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Catholic Community Services to provide housing case management services in the amount of \$157,567 for a total amended contract amount of \$1,207,157

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #6



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Catholic Community Services – Housing Case Management Contract Amendment #6
DATE: December 7, 2020

Attached is a contract amendment between Whatcom County and Catholic Community Services for your review and signature.

▪ **Background and Purpose**

This contract funds the provision of housing case management services for individuals and families that may be experiencing homelessness or residing in scattered site units as well as staffed housing programs. The majority of clients served by this contract have a history of behavioral health disorders and/or medical problems that require intensive case management services. Case management improves housing stability and ensures housing retention, thereby reducing homeless in Whatcom County. This amendment renews the contract for an additional 6 months.

This contract will meet the maximum number of allowable contract extensions on 12/31/2020, however, due to the COVID-19 pandemic, agencies providing case management services have been overwhelmed with providing critical services to Whatcom County’s homeless populations and did not have the administrative capacity to respond to a Request for Proposal. The Whatcom County Finance and Prosecuting Attorney’s offices made the decision to allow the currently contracted case management agencies to operate through June 30, 2021 and delay the issuance of a new RFP until the end of 2020.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$157,567, is provided by local document recording fees and the Washington State Department of Commerce Emergency Solutions COVID-19 Grant (CFDA 14.231). These funds will be included in the 2021 budget. Council approval is required as the number of allowable extensions indicated in the original contract will be exceeded by this amendment.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201611029 – 6

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Chris D'Onofrio	
Contractor's / Agency Name:		Catholic Community Services	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	201611029
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	14.231
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202008014	
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):	Contract Cost Center:	16-47 122200 / 122800
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	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): \$ 1,049,590		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.	
This Amendment Amount: \$ 157,567			
Total Amended Amount: \$ 1,207,157			
Summary of Scope: This contract provides funding for case management services in association with the Whatcom Homeless Service Center in an effort to improve housing stability and reduce homelessness in Whatcom County.			
Term of Contract:	6 Months	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 11/03/2020
	2. Health Budget Approval	KR/JG	Date: 11/23/20 / 12/04/20
	3. Attorney signoff:		Date:
	4. AS Finance reviewed:	M Caldwell	Date: 12/07/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

201611029 – 6

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Catholic Community Services
1918 Everett Avenue
Everett, WA 98201

AMENDMENT NUMBER: 6

CONTRACT PERIODS:

Original: 01/01/2017 – 12/31/2017

Amendment #4: 07/01/2019 – 12/31/2019

Amendment #1: 01/01/2018 – 12/31/2018

Amendment #5: 01/01/2020 – 12/31/2020

Amendment #2: 01/01/2018 – 12/31/2018

Amendment #6: 01/01/2021 – 06/30/2021

Amendment #3: 12/01/2018 – 12/31/2018

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 6 months.
2. Add the following language to the General Terms and Conditions (page 8 of the original contract), necessary as recipients of Federal funding:

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

If applicable, 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 "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

3. Amend Exhibit A – Scope of Work to include case management services for short-term stays of clients in emergency shelters (14 days per client) and include compliance with requirements for funding from the Washington State Department of Commerce Emergency Solutions COVID-19 Grant; revised Exhibit A is attached.
4. Amend Exhibit B – Compensation to reflect a six month budget; revised Exhibit B is attached.
5. Add Exhibit E – Special Terms and Conditions for Commerce Emergency Solutions COVID-19 Grant (CFDA 14.231).

6. Funding for this contract period (01/01/2021 – 06/30/2021) is not to exceed \$157,567.
7. Funding for the total contract period (01/01/2017 – 06/30/2021) is not to exceed \$1,207,157.
8. All other terms and conditions remain unchanged.
9. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Will Rice, Vice President		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Catholic Community Services
1918 Everett Avenue
Everett, WA 98201
willr@ccsww.org

EXHIBIT "A" – Amendment #6
(SCOPE OF WORK)

I. Background

According to the annual Point in Time Count of homeless persons conducted in January of 2020, at least 709 people in Whatcom County were homeless. Throughout the year, more may face the prospect of losing their homes. Whatcom County's Plan to End Homelessness provides a blueprint for how our community will work together to prevent and end homelessness. The provision of housing assistance and case management services are key strategies of the Plan.

Housing case management under WHSC partnership includes both rental subsidy and housing case management components. The WHSC staff determines client eligibility for services and authorizes and distributes rent subsidies to local landlords on behalf of participating clients, makes referrals for case management to partner agencies, and coordinates required data collection efforts. Through this contract, Catholic Community Services will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing housing case management. The majority of the population served by Catholic Community Services case management services have behavioral health challenges that require additional support to be successfully stable in housing.

The purpose of this contract is to provide case management for individuals and families experiencing homelessness in order to improve housing stability and reduce homelessness in Whatcom County.

II. Definitions

Housing Interest Pool (HIP)	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
HMIS	Washington's Homeless Management Information Services, a data base.
Permanent Supportive Housing Population	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements.

III. Statement of Work

The contractor will provide housing case management services. Housing case management includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include: developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households' rights are protected; developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance. Housing case management also includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing such as: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

Housing case management services will be provided to individuals residing in scattered site apartment units and at staffed housing programs. Housing case management services will be provided to homeless individuals and households referred by the Whatcom Homeless Service Center.

Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

IV. Program Outcomes

During this contract period, the housing case management services provided by the Contractor will deliver the following outcomes:

1. Fifty (50) individuals in Permanent Supportive Housing will receive case management services.
2. Five (5) households in emergency shelters will receive case management services.
3. The contractor will strive to rapidly rehouse clients with the goal of most moving into housing in 35 days or less from enrollment in case management and with an average (mean) enrollment period of 40 days or less
4. The contractor will strive to create housing stability with the target of moving six (6) households from homelessness into housing stability while preventing all case managed households in housing from becoming homeless

V. Additional Requirements

The contractor will:

1. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at:
<https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femanl7tml> and
<https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/>
2. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services—including deposits, rental payments, and completed home visits.
3. Comply with the following HIP Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program – a situation that should be rare - the following procedure must be followed:
 - a. Contractor will submit a written description of the situation that justifies returning the client to the HIP, and
 - b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).
 - c. The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.
 - d. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
4. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
 - a. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system,
 - b. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons,
 - c. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system,

- d. Informing prospective tenants what they need to do to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing,
 - e. In scattered site, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide case managers free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated whenever requested.
 - f. Documenting in each client file that these expectations were communicated to the client/tenant.
5. Require professional development training for direct service staff and supervisors
 6. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.
 7. Attend meetings and events coordinated by WHSC.

VI. Reporting Requirements

The contractor shall submit quarterly reports* to the WCHD utilizing HMIS data by using the quarterly reporting template accessed on the County website as noted below. Reports will demonstrate the contractor's progress toward achieving the program outcomes identified above. Quarterly reports are due on April 15, July 15, October 15, January 15.

*Contractors will be notified via email of updates to quarterly reporting templates. Current reporting templates will be posted on the Whatcom County Health Department Housing Program website which may be accessed at: <http://www.whatcomcounty.us/DocumentCenter/View/37569/WCHDquarterlyCMreportCCS> Reports will include data for only those clients served under this contract and include:

- a. Number of sheltered households that received case management during the quarter
- b. Number of individuals in permanent supportive housing that received case management services during the quarter
- c. Average length of time homeless (unsheltered, sheltered, and/or transitional housing project) in case management prior to being housed (in RRH, PSH, or other stable housing situation)
- d. Median length of time homeless (unsheltered, sheltered, and/or transitional housing project) in case management prior to being housed (in RRH, PSH, or other stable housing situation)
- e. Number of case managed households that have been stably housed for six (6) months or more
- f. Number of case managed households that have been stably housed for twelve (12) months or more
- g. Number of case managed households that lost stable housing or exited case management while homeless
- h. Number of case managed households that achieved housing stability while receiving case management service

EXHIBIT "B" – Amendment #6
(COMPENSATION)

- I. **Source of Funding:** The source of funding for this contract, in the amount not to exceed \$157,567, is local document recording fees, and the Washington State Department of Commerce Emergency Solutions COVID-19 Grant (CFDA 14.231. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

Cost Description (Doc Rec Fee Funding)	Documents Required with Invoice	Budget
Housing Case Managers	Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.	\$91,971.50
Homeless Housing Programs Manager		\$29,015.50
Supplies	GL detail	\$586.50
Cell Phone/Data Processing/IT Support		\$1,387.00
Mileage	Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per www.gsa.gov), and a brief description of the purpose of travel.	\$2,948.50
Travel/Training	Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required.	\$1,500.00
Occupancy	GL detail	\$2,088.00
Rental History/Background Checks		\$450.00
Flex Funds	Flex Fund Spreadsheet plus copies of receipts	\$375.00
	SUBTOTAL	\$130,322
Indirect Costs (Doc Rec Fees) @ 13.3%		\$17,333
Document Recording Fees Total		\$147,655
Cost Descriptions (ESG-CV Funding)	Documents Required with Invoice	Budget
Case Aide	Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.	\$7,595
Telephone	GL Detail	\$539
Mileage		\$130
Equipment		\$1,000
ESG-CV Subtotal		\$9,264
Indirect Costs (ESG-CV funding) @ 7%		\$648
ESG-CV Total		\$9,912
TOTAL Budget (1/1/21 – 6/30/21)		\$157,567

Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. Indirect Costs shall not exceed the currently approved indirect cost allocation plan. .

II. **Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

“Exhibit E”
(Special Terms and Conditions for Commerce Emergency Solutions Grant
– COVID 19 ESG-CV – CFDA #14.231)

The funds allocated for services performed under this grant are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are liable for claims or damages arising from the Contractor’s performance of this subgrant.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- B. “COMMERCE” shall mean the Department of Commerce.
- C. “Grant” or “Agreement” means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. “Grantee” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. “State” shall mean the state of Washington.
- G. “Subgrantee/Subcontractor” shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms “subgrantee/subcontractor” refers to any tier.
- H. “Subrecipient” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

3. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

6. **AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

7. **CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

8. **COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

9. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

10. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suite, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/sucontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the state and its agencies, officers, agents, or employees.

12. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

13. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

14. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.

- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made with only reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection
 - 2) The basis for the cost or price
 - 3) Justification for lack of competitive bids if offers are not obtained
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

15. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE'S name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

16. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

17. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

18. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

19. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

20. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

21. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.

22. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

23. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents, or Subgrantees/Subcontractors.

24. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2020-597**

File ID:	AB2020-597	Version:	1	Status:	Agenda Ready
File Created:	12/07/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: CDonofri@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide housing case management services in the amount of \$134,371 for a total amended contract amount of \$958,340

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #6



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Northwest Youth Services – Housing Case Management Contract Amendment #6
DATE: December 7, 2020

Attached is a contract amendment between Whatcom County and Northwest Youth Services for your review and signature.

▪ **Background and Purpose**

This contract provides funding to support housing case management and supportive services to youth through age 24, who are referred by the Whatcom Homeless Service Center (WHSC). The goal of these services is to improve housing stability and reduce homelessness in Whatcom County. The purpose of this amendment is to extend the contract for an additional six months.

This contract will meet the maximum number of allowable contract extensions on 12/31/2020, however, due to the COVID-19 pandemic, agencies providing case management services have been overwhelmed with providing critical services to Whatcom County’s homeless populations and did not have the administrative capacity to respond to a Request for Proposal. The Whatcom County Finance and Prosecuting Attorney’s offices made the decision to allow the currently contracted case management agencies to operate through June 30, 2021 and delay the issuance of a new RFP until the end of 2020.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$134,371, is provided by local document recording fees and the Washington State Department of Commerce Emergency Solutions COVID-19 Grant (CFDA 14.231). These funds will be included in the 2021 budget. Council approval is required as the number of allowable extensions indicated in the original contract will be exceeded by this amendment.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201611017 – 6

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Chris D'Onofrio
Contractor's / Agency Name:	Northwest Youth Services

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	201611017	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	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):	CFDA#:	14.231
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202008014
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	16-47	Contract Cost Center:	122200/122800
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	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):	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.
\$ 823,969	
This Amendment Amount:	
\$ 134,371	
Total Amended Amount:	
\$ 958,340	

Summary of Scope: This contract provides case management and supportive services to youth who are referred through the WHSC in order to improve housing stability and reduce homelessness in Whatcom County.

Term of Contract:	6 Months	Expiration Date:	06/30/2021
-------------------	----------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	11/04/2020
	2. Health Budget Approval	KR/JG	Date:	11/30/20 / 12/04/20
	3. Attorney signoff:	RB	Date:	12/04/2020
	4. AS Finance reviewed:	M Caldwell	Date:	12/07/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

Whatcom County Contract Number:

201611017 – 6

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225**

**AND CONTRACTOR:
Northwest Youth Services
1020 N State Street
Bellingham, WA 98225**

AMENDMENT NUMBER: 6

CONTRACT PERIODS:

Original:	01/01/2017 – 12/31/2017	Amendment #4:	01/01/2019 – 12/31/2019
Amendment #1:	01/01/2018 – 12/31/2018	Amendment #5:	01/01/2020 – 12/31/2020
Amendment #2:	01/01/2018 – 12/31/2018	Amendment #6:	01/01/2021 – 06/30/2021
Amendment #3:	10/01/2018 – 12/31/2018		

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 6 months.
2. Add the following language to the General Terms and Conditions (page 8 of the original contract), necessary as recipients of Federal funding:

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

If applicable, 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 "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

3. Amend Exhibit A – Scope of Work to revise program outcomes and include compliance with requirements for funding from the Washington State Department of Commerce Emergency Solutions COVID-19 Grant; revised Exhibit A is attached.
4. Amend Exhibit B – Compensation to reflect a 6 month budget; revised Exhibit B is attached.
5. Add Exhibit E – Whatcom County Flex Fund Guidelines
6. Add Exhibit F – Special Terms and Conditions for Commerce Emergency Solutions Grant.

7. Funding for this contract period (01/01/2021 – 06/30/2021) is not to exceed \$134,371.
8. Funding for the total contract period (01/01/2017 – 06/30/2021) is not to exceed \$958,340.
9. All other terms and conditions remain unchanged.
10. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Dean Wight, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Northwest Youth Services
1020 N State Street
Bellingham, WA 98225
deanw@nwys.org

EXHIBIT "A" – Amendment #6
(SCOPE OF WORK)

I. Background

Whatcom County's Plan to End homelessness identifies youth as a population impacted by homelessness and lists the provision of safe affordable housing with supportive services as a way to reduce and end youth homelessness. Northwest Youth Services (NWYS) is the only non-tribal agency serving youth in Whatcom County offering housing services for homeless youth. At any point in time NWYS has 130 young people awaiting housing and services.

Through this contract NWYS will serve as one of the Whatcom Homeless Service Center (WHSC) partner agencies providing housing case management and will serve as a specialized portal of entry into WHSC housing services for youth. The purpose of this contract is to provide housing case management for youth waiting for housing services in order to achieve housing stability and reduce youth homelessness in Whatcom County.

II. Definitions

Housing Interest Pool (HIP)	Quasi wait list that serves clients waiting for housing services based on their needs and available resources instead of a first come, first served basis.
HMIS	Washington's Homeless Management Information Services, a data base.
Permanent Supportive Housing Population	Chronically homeless individuals/households with significant barriers to permanent housing; will receive deep rent subsidies and intensive housing case management.
Whatcom Homeless Service Center (WHSC)	WHSC programs provide (1) centralized coordinated system of access (2) targeted prevention assistance to reduce the number of households that become homeless, (3) re-housing of those who become homeless, (4) supportive services promoting housing stability and self-sufficiency, and (5) data management and tracking information for people receiving homeless housing services in Whatcom County and according to Washington State Department of Commerce HMIS data collection requirements.

III. Statement of Work

The contractor will provide housing case management services. Housing case management includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of households and helping them obtain housing stability. Services and activities include: developing, securing, and coordinating services; monitoring and evaluating household progress; assuring that households' rights are protected; developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance. Housing case management also includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing such as: tenant counseling, assisting individuals and households to understand leases, securing utilities, making moving arrangements, representative payee services concerning rent and utilities, and mediation and outreach to property owners related to locating or retaining housing.

In addition, the following types of housing case management services will be included:

Intake services: Contractor will provide intake services to youth in Whatcom County seeking housing to collect client information, assess barriers to stable housing, and eligibility for housing programs. Services will be provided to low-income and/or homeless youth residing in Whatcom County. Individuals and households served shall have incomes at or below 50% Area Median Income (AMI).

Youth Housing Interest Pool (YHIP) services: Youth housing interest pool case management includes services designed to make youth who are homeless or almost homeless aware of available programs, provide them with a point of access to housing services working collaboratively with the WHSC, and engage with them to address barriers to housing.

IV. Program Outcomes

During this contract period, the housing case management services provided by the Contractor will deliver the following outcomes:

1. At least twenty (20) unsheltered youth households will receive case management services
2. At least twenty (20) youths in emergency shelters or transitional housing will receive case management services
3. At least twenty-five (25) youths in permanent housing will receive case management services
4. The contractor will strive to rapidly rehouse clients; with the goal of most finding permanent housing within 70 days from enrollment in case management and the average (mean) length of time in case management before finding permanent housing will be 80 days or less
5. At least twenty (20) youths will achieve housing stability while receiving case management services
6. At least 85% of youth households who obtained housing will remain stably housed six months after exiting case management services.

V. Additional Requirements

The contractor will:

1. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at: <https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femanl7tml> and <https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/>
2. Comply with Special Terms and Conditions for Commerce Emergency Solutions Grant – COVID 19 ESG-CV CFDA #14.231 herein incorporated as Exhibit F.
3. Participate in HMIS data collection efforts as directed by the WHSC; including HMIS training, HMIS data entry, updating client data as necessary, and exiting clients from HMIS. Services which must be inputted into HMIS include (but are not limited to) financial services—including deposits, rental payments, and completed home visits.
4. Comply with the following HIP Referral procedure. When Contractor staff believes a referral from the HIP is not a good fit for their program – a situation that should be rare - the following procedure must be followed:
 - a. Contractor will submit a written description of the situation that justifies returning the client to the HIP, and
 - b. An in-person case conference must be scheduled within five days of request to return a referral. The case conference will include Contractor staff, WHSC housing referral specialist, and HIP case management services coordinator (or designee).
 - c. The course of action mutually agreed to at the case conference will be recorded in writing, constituting a binding agreement.

- d. As the parties to this contract learn more about referral success factors, procedures may be amended accordingly.
5. Promote public health in homeless housing and preserve the safety and stability of available housing stock for homeless housing by:
 - a. Informing clients/tenants of the importance of upholding safety and health in homeless housing, and of preserving continued access to housing by our homeless housing system
 - b. Informing clients/tenants that they may be expected to participate in cleaning and decontaminating their housing unit when necessary for health reasons
 - c. Informing clients/tenants that damages to their unit may result in eviction and loss of the unit in the future for our homeless housing system
 - d. Informing prospective tenants what they need to do to maintain a safe and clean apartment in advance of receiving housing and periodically after they are in housing
 - e. In scattered site, master lease, public housing, and staffed housing programs, case managers will work with the client/tenant to address issues of health and safety that arise, including that of suspected methamphetamine use. The WCHD will provide Case managers free and confidential technical assistance on effective methods for cleaning apartment units that have been contaminated whenever requested
 - f. Documenting in each client file that these expectations were communicated to the client/tenant
6. Require professional development training for direct service staff and supervisors.
7. Attend Whatcom County Coalition to End Homelessness meetings and sponsored activities.
8. Attend meetings and events coordinated by WHSC.

VI. Reporting Requirements

The contractor shall submit quarterly reports* to the WCHD utilizing HMIS data by using the quarterly reporting template accessed on the County website as noted below. Reports will demonstrate the contractor's progress toward achieving the outcomes identified above under Program Outcomes. Quarterly reports are due on April 15, July 15, October 15, and January 15.

*Contractors will be notified via email of updates to quarterly reporting templates. Current reporting templates will be posted on the Whatcom County Health Department Housing Program website which may be accessed at: <http://www.whatcomcounty.us/DocumentCenter/View/37571/WCHDquarterlyCMreporNWYS> Reports will include data for only those clients served under this contract and include:

1. Number of unsheltered households that received case management during the quarter
2. Number of sheltered households that received case management during the quarter
3. Number of individuals in permanent supportive housing that received case management services during the quarter
4. Average length of time homeless (unsheltered, sheltered, and/or transitional housing project) in case management prior to being housed (in RRH, PSH, or other stable housing situation)
5. Median length of time homeless (unsheltered, sheltered, and/or transitional housing project) in case management prior to being housed (in RRH, PSH, or other stable housing situation)
6. Number of case managed households that have been stably housed for six (6) months or more
7. Number of case managed households that have been stably housed for twelve (12) months or more
8. Number of case managed households that lost stable housing or exited case management while homeless

9. Number of case managed households that achieved housing stability while receiving case management services

EXHIBIT "B" – Amendment #6
(COMPENSATION)

I. Source of Funding: The source of funding for this contract, in the amount not to exceed \$134,371, is local document recording fees and the WA State Department of Commerce Emergency Solutions COVID-19 grant (CFDA 14.231). COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

Line Item	Documentation Required with Invoice	Budget
Personnel – Case Manager, Housing Programs Manager, HMIS Specialist, Programs Director	Approved Composite Billing Rate Worksheet for each staff member and Timesheets for the period.	\$79,363
Personnel – Housing Stability Case Management – <i>Funded by ESG-CV (indirect beyond 7% paid by document recording fees)</i>		\$38,184
Occupancy	GL detail	\$768
Program Direct Printing, Postage, Office Supplies, Telephone		\$840
Training	Include name of traveler, dates, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging & meal costs follow federal guidelines (www.gsa.gov). Receipts for meals not required.	\$500
Mileage	Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled, the federal reimbursement rate (per www.gsa.gov), and a brief description of the purpose of travel.	\$1,500
Flex Funds (Per Attachment E)	Flex Fund Spreadsheet plus copies of receipts	\$1,000
SUBTOTAL:		\$122,155
Indirect @ 10%		\$12,216
TOTAL:		\$134,371

Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County. Under no circumstances shall the administrative rate exceed 10%.

II. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
- The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract

Exhibit E – Amendment #4
WHATCOM COUNTY FLEX FUNDS GUIDELINES

“Flex funds” are funds that may be used at the discretion of the Contractor, following the policies described below, to purchase goods or services directly related to the service needs of the Contractor’s clients, when no other funding source is available. **Such goods or services must be reasonable and necessary to meet a client’s emergent service needs or contribute to the stabilization or self-sufficiency of the client.**

Allowable Costs: Allowable uses of client-specific expenditures of flex funds include the following:

1. Clothing
2. Food
3. Housing/rental assistance
4. Bus passes or taxi fare
5. Car repairs
6. Driver’s license or ID card fees
7. Educational or training program registration fees
8. Household supplies, including furniture
9. Medications
10. Health care
11. Other, as approved by Whatcom County

Limitations: Flex fund expenditures must be within the allowable criteria established by the County, as identified above, must be based upon the service needs as documented in the client’s individual service plan, and must have no other funding available from any other source. Flex funds distributed to any one client cannot exceed \$500 per year, except with written authorization from the County. No flex fund disbursements are to be made directly to the client but rather will be made on behalf of a client.

Documentation: Requests for reimbursement of flex funds must include the attached form including the following:

- A. The person or organization funds were paid to.
- B. Date of transaction.
- C. A list of the goods and/or services purchased.
- D. The cost of the goods and/or services purchased.
- E. The initials of the client and/or unique identifying number of the client for whom the goods and/or services were purchased.
- F. The total amount of flex funds distributed to the client during the year.
- G. The service need addressed by the expenditure.
- H. Accompanying invoices and/or receipts.
- I. Evidence of administrative review of expenditures

See Attached Form

Contractor:			Contract:			Period:		
Whatcom County Health Department Flex Fund Documentation								
Paid To *	Date	Cost	Goods/Services Purchased	Client ID	Total \$ To Client this Year	Service Need	No Other Funding Available	Administrative Review
* ATTACH RECEIPTS FOR EACH PURCHASE								

“Exhibit F”

(Special Terms and Conditions for Commerce Emergency Solutions Grant – COVID 19
ESG-CV – CFDA #14.231)

The funds allocated for services performed under this grant are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are liable for claims or damages arising from the Contractor’s performance of this subgrant.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- B. “COMMERCE” shall mean the Department of Commerce.
- C. “Grant” or “Agreement” means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. “Grantee” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. “State” shall mean the state of Washington.
- G. “Subgrantee/Subcontractor” shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms “subgrantee/subcontractor” refers to any tier.
- H. “Subrecipient” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

3. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

6. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

7. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

8. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly

display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

9. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

10. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suite, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the state and its agencies, officers, agents, or employees.

12. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

13. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

14. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.

- ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made with only reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection
 - 2) The basis for the cost or price
 - 3) Justification for lack of competitive bids if offers are not obtained
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

15. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE'S name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

16. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

17. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

18. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

19. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

20. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

21. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.

22. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

23. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents, or Subgrantees/Subcontractors.

24. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-600

File ID:	AB2020-600	Version:	1	Status:	Agenda Ready
File Created:	12/09/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: Thelms@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Birch Bay Chamber of Commerce for the purposes of tourism marketing and operations, in the amount of \$100,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo, Contract



MEMORANDUM

TO: Satpal Singh Sidhu, County Executive
FROM: Tawni Helms, Administrative Coordinator
RE: Birch Bay Chamber of Commerce
DATE: December 9, 2020

Enclosed is a Contract for Services between Whatcom County and Birch Bay Chamber of Commerce for your review and signature.

▪ **Background and Purpose**

Contractor has received Convention Center funding to pay for the operations of the Birch Bay Visitor Center and the promotion and advertising of multi-day annual events.

▪ **Funding Amount and Source**

Funding in the amount of \$100,000 will come from the Convention Center Fund as recommended by the Lodging Tax Advisory Committee and presented for Whatcom County Council approval on December 8, 2020.

▪ **Differences from Previous Contract**

No substantive changes.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Executive Office	
Contract or Grant Administrator:	Tawni Helms	
Contractor's / Agency Name:	Birch Bay Chamber of Commerce	
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>141</u>		
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 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>100,000</u> 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: <ol style="list-style-type: none"> 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: Contractor has received Convention Center funding to pay for the operations of the Birch Bay Visitor Center and the promotion and advertising of multi-day annual events.		
Term of Contract: <u>January 1, 2021</u>	Expiration Date: <u>December 31, 2021</u>	

Contract Routing:	1. Prepared by:	<u>T. Helms</u>	Date:	<u>12.07.21</u>
	2. Attorney signoff:	<u>Christopher Quinn</u>	Date:	<u>01/04/2021</u>
	3. AS Finance reviewed:	<u>Bbennett</u>	Date:	_____
	4. IT reviewed (if IT related):	_____	Date:	_____
	5. Contractor signed:	_____	Date:	_____
	6. Submitted to Exec.:	_____	Date:	_____
	7. Council approved (if necessary):	_____	Date:	_____
	8. Executive signed:	_____	Date:	_____
	9. Original to Council:	_____	Date:	_____

**CONTRACT FOR SERVICES
Birch Bay Chamber of Commerce**

Birch Bay Chamber of Commerce, 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 8,
- Exhibit A (Scope of Work), p. 9,
- Exhibit B (Compensation), p. 10,
- Exhibit C (Sample Survey), p. 11,
- Exhibit D (EVerify Declaration), p. 12,
- Exhibit E (Insurance Certificate), p. 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, 2021, regardless the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2021.

The general purpose or objective of this Agreement is to: pay for the operations of the Birch Bay Visitor Center and the promotion of annual multi-day events that encourage tourism, 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 or for any renewal term shall not exceed \$ 100,000. 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 ____.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

CONTRACTOR:

Birch Bay Chamber of Commerce

Liz Thornton, Executive Director

Birch Bay Chamber of Commerce

Liz Thornton, Executive Director

Address:
7900 Birch Bay Drive
Blaine, WA 98230

Mailing Address:
same

Contact Name: Liz Thornton, Executive Director
Contact Phone: 360-410-8018
Contact FAX: N/A
Contact Email: director@birchbaychamber.com

WHATCOM COUNTY:

Approved as to form:

Christopher Quinn 01/04/2021
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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: Not Applicable

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: Not Applicable

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.

31.2 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: Not Applicable

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: Not Applicable

36.2 Conflict of Interest: Not Applicable

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: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: Not Applicable

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: Not Applicable
- 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: Not Applicable
- 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)

The Birch Bay Chamber of Commerce will use tourism promotion funds to:

1. Fund the operations of the Visitor Center
2. Fund the advertising and marketing for annual multi-day events designed to promote tourism and overnight stays.

Promotional materials regarding the proposed activity must mention that it is made possible in part by a Tourism Promotion Grant from Whatcom County. The scale of this credit should be commensurate with the County's level of financial support. It should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a minimum it should be placed in such documents as programs and annual reports.

Within 30 days after the end of the contract term, the Chamber shall submit a final project report (the "Final Project Report") detailing:

- How the evaluation criteria were met by the event
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Summarize the results of the year's activities and accomplishments.
- Provide Budget vs. Actual Financials.

Failure to complete and deliver the Final Project Report in a timely manner may render recipient ineligible for future funding. Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.

EXHIBIT "B"
(COMPENSATION)

Maximum consideration for this contract shall be \$100,000. ***The Contract Number shall be included on all billings or correspondence.***

Allowable Expenses include:

Personnel

Operations

Marketing (for annual multi-day events designed to encourage tourism and overnight stays)

Birch Bay Chamber of Commerce will submit invoices detailing allowable expenditures as outlined in Exhibit A to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month.

Contractor will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.

EXHIBIT 'C'
(Sample Survey)

Sample Survey Questions for Attendees/Participants of Attractions, Festivals and Events

1. What is your zip code?
2. How did you hear about this event? (i.e. newspaper, radio, internet, magazine, word of mouth, other)
3. How many nights away from home, if any, are you spending in Whatcom County?
4. Will you stay overnight? If so, where?
 Hotel or motel
 Campground
 Friend/Relative
 Not staying overnight
5. How much money have you spent in Whatcom County as a visitor including any food, gas lodging, tickets, etc.?
 \$0-\$25
 \$25-\$50
 \$50-\$100
 \$100-\$200
 \$200 or over

Sample Survey Plan:

Your Survey Plan should answer the following questions regarding your survey methodology:

1. How do you intend to distribute your survey to your event participants?
2. What incentives or methods will you use to ensure you obtain sufficient data on your event participants?
3. Who will be responsible for collecting your data?
4. Any other details regarding your survey methods or alternative methods you may use obtain relevant data regarding your event participants.

ATTACHMENT D Whatcom County Contractor's E-Verify Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:		Phone:	
Contact Person:		Fax:	
Address:			

II. E-VERIFY ENROLLMENT (check box and submit copy of MOU for verification)

Contractors with funded contracts of \$100,000 or more must be enrolled in E-Verify system. Work related subcontract is \$25,000. or higher. www.uscis.gov/e-verify

Contractor is enrolled in E-Verify; copy of the signed E-Verify Memorandum of Understanding is attached.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

EXHIBIT 'D'
(Insurance Certificate)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-601

File ID:	AB2020-601	Version:	1	Status:	Agenda Ready
File Created:	12/09/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: thelms@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Mount Baker Foothills Chamber of Commerce for tourism marketing and operations, in the amount of \$100,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo, Contract



MEMORANDUM

TO: Satpal Singh Sidhu, County Executive
FROM: Tawni Helms, Administrative Coordinator
RE: Mount Baker Foothills Chamber of Commerce
DATE: December 9, 2020

Enclosed is a Contract for Services between Whatcom County and Mount Baker Foothills Chamber of Commerce for your review and signature.

- **Background and Purpose**
Contractor has received Convention Center funding to pay for the operations of the Mount Baker Foothills Visitor Center.
- **Funding Amount and Source**
Funding in the amount of \$100,000 will come from the Convention Center Fund as recommended by the Lodging Tax Advisory Committee and presented for Whatcom County Council approval on December 8, 2020.
- **Differences from Previous Contract**
No substantive changes.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

Originating Department:	Executive Office
Contract or Grant Administrator:	Tawni Helms
Contractor's / Agency Name:	Mount Baker Foothills Chamber of Commerce
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
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? Contract Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>141</u>	
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 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>100,000</u> 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, 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: Contractor has received Convention Center funding to pay for the operations of the Mount Baker Foothills Visitor Center.	
Term of Contract: January 1, 2021	Expiration Date: December 31, 2021

- | | | |
|----------|---|-----------------------|
| Contract | 1. Prepared by: <u>T. Helms</u> | Date: <u>12.09.20</u> |
| Routing: | 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>01/04/21</u> |
| | 3. AS Finance reviewed: <u>B. Bennett</u> | Date: _____ |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: _____ | Date: _____ |
| | 6. Submitted to Exec.: _____ | Date: _____ |
| | 7. Council approved (if necessary): _____ | Date: _____ |
| | 8. Executive signed: _____ | Date: _____ |

9. Original to Council:

_____ Date: _____

CONTRACT FOR SERVICES
Mount Baker Foothills Chamber of Commerce

Mount Baker Foothills Chamber of Commerce, 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 8,
- Exhibit A (Scope of Work), p. 9,
- Exhibit B (Compensation), p. 10,
- Exhibit C (Certificate of Insurance), p. 11,
- Exhibit D (E-Verify Declaration), p. 12,
- Exhibit E (Sample Survey), p. 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, 2021, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2021.

The general purpose or objective of this Agreement is to: pay for the operations of the Mount Baker Foothills Visitor Center, 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 or for any renewal term shall not exceed \$ 100,000. 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 ____.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

CONTRACTOR:

Mount Baker Foothills Chamber of Commerce

Paul Engel, President

Mount Baker Foothills Chamber of Commerce

Paul Engel, President

Address:
P.O. Box 866
Maple Falls, WA 98266

Mailing Address:
same

Contact Name: Rebecca Boonstra, Executive Director
Contact Phone: 360-599-1518
Contact FAX: N/A
Contact Email: info@mtbakerchamber.org

WHATCOM COUNTY:

Approved as to form:

Christopher Quinn per email 01/04/2021
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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: Not Applicable

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: Not Applicable

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.

31.2 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: Not Applicable

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: Not Applicable

36.2 Conflict of Interest: Not Applicable

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: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: Not Applicable

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: Not Applicable

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: Not Applicable

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)

The Mount Baker Foothills Chamber of Commerce will use tourism promotion funds to:

Fund the operations of the Visitor Center. Expenses will include salaries and benefits, marketing/promotion and travel.

Promotional materials regarding the proposed activity must mention that it is made possible in part by a Tourism Promotion Grant from Whatcom County. The scale of this credit should be commensurate with the County's level of financial support. It should include the name and logo of the County. It is not expected that this credit be displayed in all materials, but at a minimum it should be placed in such documents as programs and annual reports.

Within 30 days after the end of the contract term, the Chamber shall submit a final project report (the "Final Project Report") detailing:

- How the evaluation criteria were met by the event
- What elements worked well and which did not.
- Modifications, if any, planned for future activities.
- Summarize the results of the year's activities and major accomplishments.
- Provide Budget vs. Actual Financials.

Failure to complete and deliver the Final Project Report in a timely manner may render recipient ineligible for future funding. Pursuant to RCW 67.28.1816, recipients of lodging tax funds must provide the following information:

The estimated number of tourists, persons traveling over fifty miles to the destination, persons remaining at the destination overnight, and lodging stays generated per festival, special event or tourism-related facility owned or sponsored by a nonprofit organization or local jurisdiction.

EXHIBIT "B"
(COMPENSATION)

Maximum consideration for this contract shall be \$100,000. *The Contract Number shall be included on all billings or correspondence.*

Allowable Expenses include:

Wages and benefits	\$ 72,775
Administration (rent, janitor, taxes, office supplies)	\$ 21,425
Marketing/Promotion (website design, maint. & hosting)	\$ 5,000
Travel	\$ <u>800</u>
	\$100,000

Mount Baker Foothills Chamber of Commerce will submit invoices detailing allowable expenditures as outlined in Exhibit A to the Whatcom County Executive's Office. Payment is for reimbursement only and copies of receipts must be attached to invoices. Payment will be made no more than one time per month. Mileage will be reimbursed at the Federal IRS rate.

Contractor will also provide Whatcom County with a copy of all brochures and advertisements included with invoices.

EXHIBIT 'C'
Certificate 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
(Sample Survey)

Sample Survey Questions for Attendees/Participants of Attractions, Festivals and Events

1. What is your zip code?
2. How did you hear about this event? (i.e. newspaper, radio, internet, magazine, word of mouth, other)
3. How many nights away from home, if any, are you spending in Whatcom County?
4. Will you stay overnight? If so, where?
 Hotel or motel
 Campground
 Friend/Relative
 Not staying overnight
5. How much money have you spent in Whatcom County as a visitor including any food, gas lodging, tickets, etc.?
 \$0-\$25
 \$25-\$50
 \$50-\$100
 \$100-\$200
 \$200 or over

Sample Survey Plan:

Your Survey Plan should answer the following questions regarding your survey methodology:

1. How do you intend to distribute your survey to your event participants?
2. What incentives or methods will you use to ensure you obtain sufficient data on your event participants?
3. Who will be responsible for collecting your data?
4. Any other details regarding your survey methods or alternative methods you may use obtain relevant data regarding your event participants.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-001

File ID:	AB2021-001	Version:	1	Status:	Agenda Ready
File Created:	12/14/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: ABeck@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Youth Services to provide reimbursement for COVID-19 related operations and prevention expenditures in the amount of \$58,025 for a total amended contract amount of \$111,816

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #1



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Northwest Youth Services – COVID-Related Support Services Contract Amendment #1
DATE: December 14, 2020

Attached is a contract amendment between Whatcom County and Northwest Youth Services for your review and signature.

▪ **Background and Purpose**

This contract is in response to a notification from Whatcom County Health Department to core not-for-profit behavioral and social service providers of federal grant funding available to help mitigate the impacts of COVID-19 on their organizations. Each respondent to the notification has worked with Health to specify COVID-related expenditure needs. Northwest Youth services (NWYS) staff have been adapting to operational changes necessary to observe COVID-19 risk mitigation measures while continuing efforts to sustain housing stability for the youth participating in their programs. This contract provides reimbursement in the form of hazard pay for staff who continue to provide direct service to youth, rental assistance and motel vouchers for program participants who have encountered changing criteria for lease renewals due to COVID-19 or are experiencing homelessness or housing instability, and an upgrade to the existing HVAC system to address air flow and increase fresh air intake in office space without windows, necessary to continue operations during the pandemic. The purpose of this amendment is to extend the contract through 01/31/2021, increase funding in the amount of \$58,025 for additional personnel at the Positive Adolescent Development (PAD) licensed youth shelter who are necessary for COVID isolation and quarantine scheduling, and additional hazard pay and motel voucher expenses, as described above.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$111,816. Funds under the contract are made available by a grant awarded by the US Department of Treasury and subject to section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA 21.019). These funds are included in the 2020 budget. Council approval is required as additional funding increases the approved budget by more than 10%.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202008022 – 1

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing
Contract or Grant Administrator:	Ann Beck
Contractor's / Agency Name:	Northwest Youth Services

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202008022	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	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):	CFDA#:	21.016 / 21.019
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202006003 / 201801023
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	134150 / 660430
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this agreement excluded from E-Verify?	No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	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):	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 :
\$ 53,791	
This Amendment Amount:	
\$ 58,025	
Total Amended Amount:	
\$ 111,816	<ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance 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 contract provides funding for COVID-19 related shelter operations and support services for youth.

Term of Contract:	11 Months	Expiration Date:	01/31/2021
-------------------	-----------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	10/24/2020
	2. Health Budget Approval	KR/JG	Date:	11/5/20 / 11/6/20
	3. Attorney signoff:	RB	Date:	12/11/2020
	4. AS Finance reviewed:	M Caldwell	Date:	12/11/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

Whatcom County Contract Number:

202008022 – 1

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225**

**AND CONTRACTOR:
Northwest Youth Services
1020 N State Street
Bellingham, WA 98225**

AMENDMENT NUMBER: 1

CONTRACT PERIODS:

Original: 03/01/2020 – 10/31/2020

Amendment #1: 11/01/2020 – 01/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work, to include reimbursement of expenses for additional personnel at the Positive Adolescent Development (PAD) shelter, during isolation and quarantine scheduling conditions (as required of licensed youth shelters) and add eligibility and reporting requirements for motel stays and rental assistance; revised Exhibit A is attached.
2. Amend Exhibit B – Compensation, to increase funding by \$58,025 for additional personnel at the PAD, personnel hazard pay and motel stays and revise the invoice deadline date; revised Exhibit B is attached.
3. Add Exhibit C – Special Terms and Conditions for Emergency Preparedness & Response COVID-19 Local CARES Grant (CFDA #21.019).
4. Funding for the period of 03/01/2020 – 01/31/2021 is not to exceed \$111,816. All costs must be incurred no later than 12/30/2020.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 11/01/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Dean Wight, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Northwest Youth Services
1020 N State Street
Bellingham, WA 98225
360-734-4720
deanw@nwys.org

EXHIBIT "A" – Amendment #1
(SCOPE OF WORK)

I. Background

Northwest Youth Services (NWYS) provides housing and support services to youth, ages 13 – 24, who are experiencing homelessness or housing instability. During the COVID-19 pandemic, these services and supports for youth were still administered, and in fact increased in need as safety precautions for both staff and clients became essential to mitigating the spread of the virus to the community. Additional funding is needed to provide for social distancing, increased expenses for staffing including hazard pay and additional staff needed during isolation and quarantine scheduling conditions, as required for licensed youth shelters, and upgrades to the ventilation system to prevent the spread of COVID-19 throughout the building.

The financial support in the form of the Coronavirus Aid, Relief, and Economic Security (CARES) Act dollars helps to keep youth from being displaced due to loss of income or a need to provide social distancing to avoid contracting COVID-19. Staff provides support to youth through direct contact in services and outreach. These supports keep youth safe and housed but put staff at risk with increased contact, so hazard pay is available to those providing these services during the COVID-19 pandemic.

II. Statement of Work

This contract provides funding for increased operational and supportive service expenses incurred during the COVID-19 response, to prevent the spread of the virus to youth and staff. Costs include additional staffing, hazard pay for personnel, motel stays and rental assistance for youth experiencing or at risk of homelessness, and upgrades to the HVAC system to avoid the spread of the virus to the 28 staff working in the building. Motel stays and rental assistance will be paid directly to the business, owner, or landlord and receipts documenting these expenses will be provided with invoices. NWYS determines eligibility as described in Program Requirements, below.

Assistance Eligibility

- A. To be eligible for motel stays funded by this contract, clients must be enrolled in NWYS programs and must have lost their housing due to COVID-19.
- B. Clients eligible for rental assistance funding provided by this contract must:
 - 1. Be enrolled in NWYS programs;
 - 2. Be unable to make their full rental payment as a direct result of the COVID-19 pandemic;
 - 3. Require assistance to sustain housing sustainability;
 - 4. Not duplicate any other funding source for the same purpose.

III. Reporting Requirements

- A. For reimbursement of motel stays and/or rental assistance, Contractor will provide the following information in a format approved by the County:
 - 1. Approximate number of youth served during the COVID-19 pandemic.
 - 2. Amount of motel stay assistance provided, per client and date(s) assistance was provided.
 - 3. Amount of rental assistance provided, per client and date(s) assistance was provided.

**EXHIBIT “B” – Amendment #1
COMPENSATION**

I. Budget and Source of Funding: Funding for this contract may not exceed \$111,816. Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES Grant. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract. The budget for this contract is as follows:

Cost Description	Documents Required Each Invoice	Budget
Personnel (including hazard pay)	Expanded GL Report for the period	\$84,522
Motel stays	Expanded GL Report; copies of invoices or receipts	\$6,300
Rental Assistance		\$10,994
HVAC Upgrades		\$10,000
TOTAL FUNDING ENDS ON 12/30/2020		\$111,816

The contractor may transfer funds among budget line items in an amount up to 10% of the total budget. Changes to the line item budget that exceed 10% of the contract amount must be approved in writing by the County.

II. Invoicing

1. **The Contractor shall submit a final invoice by January 13, 2021.** Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices to (include contract/PO #) to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or costs submitted for reimbursement under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs submitted for payment in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "C"

(Special Terms and Conditions for Emergency Preparedness & Response COVID-19 Local CARES Grant – CFDA #21.019)

The funds allocated for services performed under this contract are Washington State Department of Health funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "DOH" shall mean the Department of Health.
- C. "Contract" or "Agreement" means the entire written agreement between DOH and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. GUIDANCE TO FUNDING RECIPIENTS

Guidance to recipients of funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") shall be reviewed at:

- <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
- <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

6. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

7. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

8. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

9. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

10. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

11. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-002

File ID:	AB2021-002	Version:	1	Status:	Agenda Ready
File Created:	12/15/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: CHollins@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lara Welker Consulting to provide coordination and facilitation to the COVID-19 Community Healthcare Coalition in the amount of \$25,000 for a total amended contract amount of \$50,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #2



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Lara Welker Consulting – COVID-19 Community Healthcare Coalition
Coordination and Facilitation Contract Amendment #2
DATE: December 15, 2020

Attached is a contract amendment between Whatcom County and Lara Welker Consulting for your review and signature.

▪ **Background and Purpose**

The Community Healthcare Coalition has been convened by leaders of healthcare organizations across Whatcom County in response to the COVID-19 pandemic. Lara Welker Consulting supports the coordination and facilitation of the Coalition, whose goal is to promote county-wide healthcare communication, forecasting, and planning necessary to respond to COVID-19 effectively. The purpose of this amendment is to extend the contract for an additional six months.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$50,000. Funds under this contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. These funds are included in the 2020 budget and will be included in the 2021 budget. Council approval is required as funding exceeds \$40,000.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202006024 – 2

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Cindy Hollinsworth	
Contractor's / Agency Name:		Lara Welker Consulting	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	202006024
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	21.016 / 21.019/93.323
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202006003 / 201801023	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	134624 / 660430 / 660440
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 type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input checked="" 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): \$ 25,000		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.	
This Amendment Amount: \$ 25,000			
Total Amended Amount: \$ 50,000			
Summary of Scope: This contract provides funding for coordination and facilitation of the COVID-19 Community Healthcare Coalition.			
Term of Contract:	13 Months	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/08/2020
	2. Health Budget Approval	KR/JG	Date: 12/14/2020
	3. Attorney signoff:	RB	Date: 12/10/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/10/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-002	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

202006024 – 2

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Lara Welker Consulting
2531 Williams Street
Bellingham, WA 98225

AMENDMENT NUMBER: 1

CONTRACT PERIODS:

Original: 06/01/2020 – 10/31/2020
Amendment #1: 11/01/2020 – 12/30/2020
Amendment #2: 12/31/2020 – 06/30/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 6 months, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit B – Compensation, to reflect a budget for the extended contract period and update the final invoicing date; revised Exhibit B is attached.
3. Funding for the extended contract period (12/31/2020 – 06/30/2021) is not to exceed \$25,000.
4. Funding for the total contract period (06/01/2020 – 06/30/2021) is not to exceed \$50,000.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 12/31/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Cindy Hollinsworth, Communicable Disease & Epidemiology Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

_____	Lara Welker, Owner	_____
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____ Date
Satpal Singh Sidhu, County Executive

CONTRACTOR INFORMATION:

Lara Welker Consulting
2531 Williams Street
Bellingham, WA 98225
360-383-8024
larawelkerconsulting@gmail.com

EXHIBIT “B” – Amendment #2
COMPENSATION

I. Budget and Funding

Funding for this contract may not exceed \$50,000. Funds under the contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract. The budget for this contract is as follows:

Dates	Item/Rate	Documentation Required with Invoice	TOTAL Budget
June 1 – December 30, 2020	Coordination and Facilitation Services @ \$60/hour	Description of activities and total hours spent	\$25,000
December 31, 2020 – June 30, 2021			\$25,000

II. Invoicing

1. The Contractor shall not submit invoices more than monthly. Invoices submitted for payment must include the hours worked and a brief description of the activity for each date of service. **Final invoices for payment must be submitted by July 15, 2021.**
2. The Contractor shall submit invoices to (include LOA #) HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services provided under this contract if the Contractor has been or will be paid by any other source. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-003

File ID:	AB2021-003	Version:	1	Status:	Agenda Ready
File Created:	12/15/2020	Entered by:	FBurkhar@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jgargett@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to sustain and enhance Sheriff's Office Division of Emergency Management programs, in the amount of \$74,150

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Contract, Staff Memo

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Military Department
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> 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? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>E21-154</u> CFDA#: <u>97.042</u>	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ 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 checked="" 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): \$ <u>74,150</u> 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: To assist Whatcom County in preparing for all hazards through sustainment and enhancement of its Sheriff's Office Division of Emergency Management programs.	
Term of Contract: 15 Months	Expiration Date: 08/31/2021

Contract Routing:	1. Prepared by: <u>F. Burkhart</u>	Date: <u>12/08/2020</u>
	2. Attorney signoff: <u>B. Waldron (via email)</u>	Date: <u>12/09/2020</u>
	3. AS Finance reviewed: <u>M. Caldwell (via email)</u>	Date: <u>12/09/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**Washington State Military Department
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Whatcom County Sheriff's Office, Div. of Emergency Mgmt. (DEM) 311 Grand Avenue Bellingham, WA 98225-4048	2. Grant Agreement Amount: \$74,150	3. Grant Agreement Number: E21-154
4. Subrecipient Contact, phone/email: Frances Burkhart, 360-778-7161 fburkhar@co.whatcom.wa.us	5. Grant Agreement Start Date: June 1, 2020	6. Grant Agreement End Date: August 31, 2021
7. Department Contact, phone/email: Zoie Choate, 253-512-7461 zoie.choate@mil.wa.gov	8. Data Universal Numbering System (DUNS): 060044641	9. UBI # (state revenue): 371-010-246

10. Funding Authority:
Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)

11. Federal Funding Identification #: 74,150	12. Federal Award Date: 04/30/2020	13. Assistance Listings # (formerly CFDA) & Title: 97.042 (20EMPG)
--	--	--

14. Total Federal Amount: \$7,550,758	15. Program Index # & OBJ/SUB-OBJ: 703PT NZ	16. EIN: 91-6001383
---	---	-------------------------------

17. Service Districts: (BY LEGISLATIVE DISTRICT): 40, 42 (BY CONGRESSIONAL DISTRICT): 1, 2	18. Service Area by County(ies): Whatcom	19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
--	--	---

20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____	21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency
--	---

22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO	23. Subrecipient Type (check all that apply): <input checked="" type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER
---	---

24. PURPOSE & DESCRIPTION:
The purpose of the Fiscal Year (FY) 2020 Emergency Management Performance Grant (20EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.
The Department is the Recipient and Pass-through Entity of the 20EMPG DHS Award Letter for Grant No. EMS-2020-EP-00002-S01, which is incorporated in and attached hereto as Attachment F and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Work Plan (Attachment C); Timeline (Attachment D); Budget (Attachment E); 20EMPG Award Letter EMS-2020-EP-00002-S01 (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State Statutes and Regulations	4. Special Terms and Conditions
2. DHS/FEMA Award and program documents	5. General Terms and Conditions, and,
3. Work Plan, Timeline, and Budget	6. Other provisions of the Agreement incorporated by reference

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.
FOR THE DEPARTMENT: _____ FOR THE SUBRECIPIENT: _____

Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department	Date	Signature Satpal Singh Sidhu, County Executive, Whatcom County <i>Satpal Singh Sidhu</i>	Date <i>12-11-2020</i>
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz Sr. Assistant Attorney General	4/23/2020	Signature Bill Elfo, Sheriff, Whatcom County Sheriff's Office <i>Bill Elfo</i>	Date
		APPROVED AS TO FORM (if applicable): B Waldron via email/fb	12/09/2020
		Whatcom County Civil Deputy Prosecutor	Date

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Frances Burkhart	Name	Zoie Choate
Title	Program Specialist	Title	Program Coordinator
E-Mail	fburkhar@co.whatcom.wa.us	E-Mail	zoie.choate@mil.wa.gov
Phone	360-778-7161	Phone	253-512-7461
Name	Bill Elfo	Name	Tirzah Kincheloe
Title	Sheriff/Director of EM	Title	Program Manager
E-Mail	belfo@co.whatcom.wa.us	E-Mail	tirzah.kincheloe@mil.wa.gov
Phone	360-778-6600	Phone	253-512-7456
Name	John Gargett	Name	
Title	Deputy Director	Title	
E-Mail	jgargett@co.whatcom.wa.us	E-Mail	
Phone	360-778-7160	Phone	
Name	Chalice Dew-Johnson	Name	
Title	Coordinator	Title	
E-Mail	cdjohnso@co.whatcom.wa.us	E-Mail	
Phone	360-778-7162	Phone	

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant (EMPG) document, the FEMA Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMS-2020-EP-00002-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment F.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 20EMPG funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

- i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 20EMPG funds, including, but not limited to, those contained in 2 CFR 200.
- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG Program, including, but not limited to, all criteria, restrictions, and requirements of The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant (EMPG) document, the DHS Award Letter for Grant No. EMS-2020-EP-00002-S01 in Attachment F, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 20EMPG federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment F of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414 (f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment D).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention

requirements of this Agreement and be made available upon request by the Department and auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment D) and, once approved, submit those costs on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Attachment E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment C) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training requirements were met for all personnel funded by federal or matching funds under this Agreement.
- d. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

- e. The Subrecipient shall participate in the State's Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls.

4. **EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. description of the property
 - B. manufacturer's serial number, model number, or other identification number
 - C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
 - D. Assistance Listings Number (formerly CFDA Number)
 - E. who holds the title
 - F. acquisition date
 - G. cost of the equipment and the percentage of federal participation in the cost
 - H. location, use, and condition of the equipment at the date the information was reported
 - I. disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).

ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.

c. Allowable categories for the EMPG Program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under EMPG, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.

e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be

found at <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance> all of which are incorporated in and made a part of this Agreement.

- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports
 - ii. Monitoring and documenting the completion of Agreement deliverables
 - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence

- iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
 - v. Observation and documentation of Agreement related activities, such as exercises, training, events, and equipment demonstrations
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
 - e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2020 federal preparedness funding, to include EMPG, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

B. EMPG PROGRAM SPECIFIC REQUIREMENTS

The Department receives EMPG funding from DHS/FEMA, to assist state, local, and tribal governments to enhance and sustain all-hazards emergency management capabilities as authorized by Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Act (6 U.S.C. § 762).

A portion of the 20EMPG is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

1. The Subrecipient shall use the EMPG funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
2. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
3. The Subrecipient shall provide a fifty percent match of non-federal origin. The Federal share applied toward the EMPG budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment E). To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
4. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
5. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW)/Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional TEPW/IPPW.
6. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Policy FP 207-008-064-1 (<https://www.fema.gov/media-library/assets/documents/34856>), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. See DHS/FEMA's Information Bulletin 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants https://www.fema.gov/media-library-data/1532096548973-d6869629eef3ce43b92691f4254829dc/Training_Course_Review_and_Approval_IB_Final_7_19_18_508.pdf. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
7. All personnel funded in any part through federal award or matching funds under this Agreement shall complete and record proof of completion of:
 - a. NIMS training requirements outlined in the NIMS Training Program located at https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf (to include ICS-100, ICS-200, IS-700, and IS-800 for most personnel) and
 - b. Either (1) the FEMA Professional Development Series IS-120, IS-230, IS-235, IS-240, IS-241, IS-242, and IS-244, or (2) the National Emergency Management Basic Academy.

The Subrecipient will report training course completion by individual personnel along with the final report.

C. DHS TERMS AND CONDITIONS

As a Subrecipient of 20EMPG funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 20EMPG Award Letter and its incorporated documents for DHS Grant No. EMS-2020-EP-00002-S01, which are incorporated and made a part of this Agreement as Attachment F.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is

responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or

she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy

and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
- 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
- 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 16) Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the Department encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.

- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event 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 normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless

the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of

request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants,

agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts

so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

WORK PLAN

FY 2020 Emergency Management Performance Grant

Emergency Management Organization: Whatcom County Sheriff's Office (WCSO) Division of Emergency Mgmt.

The purpose of EMPG is to assist with the enhancement, sustainment and improvement of state, local, and tribal emergency management programs. Activities conducted using EMPG funding should relate directly to the five elements of emergency management: prevention, protection, response, recovery, and mitigation. Washington State does not require a specific number of activities to receive EMPG funding. However, there are required capabilities that must be sustained in order to remain eligible for EMPG funding, including but not limited to the ability to communicate and warn, educate the public, train and exercise, plan, and be NIMS compliant. The Work Plan delineates the Emergency Management Organization's emergency management program planning and priority focus for this grant cycle (to include EMPG grant and local funds).

Program Area #1	4.4 Operational Planning and Procedures	
Primary Core Capability	Planning	
Secondary Core Capability	Operational Coordination	
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
Develop a Wildland Fire/Urban Interface Plan.	Wildland fire is a serious and growing hazard in Whatcom County and threatens life, property, economy, and the environment. Wildfire is one of the seven major hazards addressed in the Whatcom County Natural Hazards Mitigation Plan. Approximately 30,000 Whatcom County residents live in areas/communities at risk. Currently, Whatcom County has no plan specifically addressing Wildland Fire/Urban Interface multi-agency coordination.	Stakeholders from local, county, state, provincial, federal response agencies, and the private sector community will be prepared to take specific actions before, during, and after wildland fires allowing for a more efficient response.

Program Area #2	4.9 Training	
Primary Core Capability	Operational Coordination	
Secondary Core Capability	Operational Communications	
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK
Conduct training for the Whatcom Unified Incident Management Team (IMT)/EOC Support Team.	Recent exercises and activations confirm the need for continual training on ICS and ICS positions, in general, and on specific processes and procedures within the Whatcom Unified Emergency Coordination Center.	These trainings ensure that the IMT/EOC Support Team know how to perform required tasks and understand workflow procedures in the EOC in order to perform more efficiently during exercises and activations.

Conduct two Duty Officer trainings.	The need for Duty Officers to provide consistent responses to incidents throughout Whatcom County is essential for effective emergency management and maintains partner agencies' and the public's trust in the professionalism of the discipline.	All Duty Officers, regardless of home agency or department, will respond to incidents using standard procedures, thus responding more consistently and effectively during incident response.
Facilitate the annual Winter Storm/Flood Outlook and Planning Briefing.	Floods and winter storms occur annually in Whatcom County. Their impact is relatively minor in some years. In other years, their impact reaches the level of a Presidential Disaster Declaration, as it did in December 2018 (FEMA 4418-DR-WA) and February 2020 (FEMA 4539-DR-WA). It is important for the partner agencies in the community to come together as one group to hear what the upcoming winter forecast will be, what mitigation work has been done, what potential trouble spots exist, what resources/strategies each agency can bring to the response, and review plans and responsibilities to help mitigate flood and winter storm impacts.	Agency partners will have a realistic prediction based on the latest science modeling provided by NOAA/National Weather Service and a better understanding of the available resources and newest response plans of other agencies.

Program Area #3		4.10 Exercises, Evaluations, and Corrective Actions	
Primary Core Capability		Operational Coordination	
Secondary Core Capability		Operational Communications	
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK	
Conduct exercises, using a variety of formats (e.g., table-top, functional, full-scale, drill, workshop) and scenarios (e.g., volcano, communications, wildland fire, flood, etc.).	Exercising provides a realistic learning environment that affords the opportunity for improvement. Post-incident critiques often confirm that experience gained during exercises was the best way to prepare teams to respond effectively to an emergency. Exercises are designed to engage team members and get them working together to manage the response to a hypothetical incident. Exercises enhance knowledge of plans, allow members to improve their own performance, and identify opportunities to improve capabilities to respond to real events.	By participating in these exercises, WCSO-DEM staff will strengthen relationships with partners and gain an understanding of their roles during an emergency response that may be coordinated by a different organization. WCSO-DEM staff will be better able to integrate into and support another agency's response.	
Participate in partner agency exercises, drills, and workshops.	Exercising provides a realistic learning environment that affords the opportunity for improvement. Post-incident critiques often confirm	By participating in these exercises, WCSO-DEM staff will strengthen relationships with partners and gain an understanding of their roles	

	that experience gained during exercises was the best way to prepare teams to respond effectively to an emergency. Exercises are designed to engage team members and get them working together to manage the response to a hypothetical incident. Exercises enhance knowledge of plans, allow members to improve their own performance, and identify opportunities to improve capabilities to respond to real events.	during an emergency response that may be coordinated by a different organization. WCSO-DEM staff will be better able to integrate into and support another agency's response.
--	--	---

Program Area #4		4.11 Emergency Public Information and Education	
Primary Core Capability		Community Resilience	
Secondary Core Capability		Long-term Vulnerability Reduction	
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK	
Conduct CERT classes and continuing education opportunities.	Empowering citizens to take care of themselves is a key component to community resilience, particularly during large-scale incidents, and decreases citizen reliance on first responder organizations.	Individuals will be better aware of local hazards, steps they can take to be better prepared, and become trained in community assets before, during, and after the emergency response.	
Conduct education/outreach presentations.	These presentations are designed to increase public awareness of Whatcom County risks and hazards and to provide actions individuals, families, and businesses can take to lessen the impact of emergencies and disasters.	Individuals will be better aware of local hazards and steps they can take to be prepared for emergencies and disasters.	

Program Area #5		3.4 Administration and Finance	
Primary Core Capability		Operational Coordination	
Secondary Core Capability		Community Resilience	
WORK PLANNED	WHY THE WORK IS BEING DONE	RESULT OF THE WORK	
Manage the Whatcom County Emergency Worker Program.	Traditional first responders (law enforcement, fire, public works, etc.) do not have skills or staffing necessary to meet all the needs of their communities and, in emergencies and disasters, are often overwhelmed and unable to provide services they normally would. Volunteers fill many of these gaps, giving of their time and expertise to help their neighbors and wider community. WAC 118-04 Emergency Worker Program defines the classes of emergency workers and regulates emergency worker registration,	Whatcom County's volunteer groups (e.g., Search and Rescue, CERT, Auxiliary Communications Service, Support Officers, Volunteer Mobilization Center, Incident Management Team) will be in compliance with WAC 118-04 and the approximately 1,000 volunteers will be covered under the protection that the Emergency Worker Program provides.	

	training, activation, and compensation.	
Manage the fiscal and administrative policies and procedures that support both day-to-day and disaster operations.	Policies and procedures are established to support the efficiency, consistency, responsibility, and accountability of all employees in support of their agency's mission, vision, and objectives.	Delivery of emergency management programs that are efficient, consistent, show good custodianship of public funds, and are in compliance with federal, state, and local codes and regulations.

TIMELINE**FY 2020 Emergency Management Performance Grant**

DATE	TASK
June 1, 2020	Grant Agreement Start Date
January 31, 2021	Submit reimbursement request
April 30, 2021	Submit reimbursement request
August 31, 2021	Grant Agreement End Date
October 15, 2021	Submit final reimbursement request, final report, training requirement report, and/or other deliverables.

BUDGET

FY 2020 Emergency Management Performance Grant

20EMPG AWARD \$ 74,150.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
ORGANIZATION	Salaries & Benefits	\$ 74,150	\$ 74,150
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ 74,150	\$ 74,150
EXERCISE	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
TRAINING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
<i>Indirect Cost Rate on file</i>		<i>0.00%</i>	
TOTAL Grant Agreement AMOUNT:		\$ 74,150	\$ 74,150

- The Subrecipient will provide a match of **\$74,150** of non-federal origin, 50% of the total project cost (local budget plus EMPG award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 703PT – EMPG

**20EMPG Award Letter
EMS-2020-EP-00002-S01**

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472



Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No. EMS-2020-EP-00002

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grants has been approved in the amount of \$7,550,758.00. As a condition of this award, you are required to contribute a cost match in the amount of \$7,553,739.00 of non-Federal funds, or 50 percent of the total approved project costs of \$15,104,497.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2020 Emergency Management Performance Grants Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PATRICK GERARD MARCHAM

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Emergency Management Performance Grants

GRANTEE: Washington Military Department
PROGRAM: Emergency Management Performance Grants
AGREEMENT NUMBER: EMS-2020-EP-00002-S01

TABLE OF CONTENTS

Article I	Activities Conducted Abroad
Article II	Reporting of Matters Related to Recipient Integrity and Performance
Article III	Americans with Disabilities Act of 1990
Article IV	Trafficking Victims Protection Act of 2000 (TVPA)
Article V	Federal Leadership on Reducing Text Messaging while Driving
Article VI	Debarment and Suspension
Article VII	Fly America Act of 1974
Article VIII	Acceptance of Post Award Changes
Article IX	Duplication of Benefits
Article X	Copyright
Article XI	Civil Rights Act of 1968
Article XII	Best Practices for Collection and Use of Personally Identifiable Information (PII)

Article XIII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article XIV	Hotel and Motel Fire Safety Act of 1990
Article XV	Disposition of Equipment Acquired Under the Federal Award
Article XVI	Patents and Intellectual Property Rights
Article XVII	DHS Specific Acknowledgements and Assurances
Article XVIII	Procurement of Recovered Materials
Article XIX	Terrorist Financing
Article XX	Civil Rights Act of 1964 - Title VI
Article XXI	Prior Approval for Modification of Approved Budget
Article XXII	Acknowledgement of Federal Funding from DHS
Article XXIII	Rehabilitation Act of 1973
Article XXIV	False Claims Act and Program Fraud Civil Remedies
Article XXV	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVI	Lobbying Prohibitions
Article XXVII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXVIII	Age Discrimination Act of 1975
Article XXIX	National Environmental Policy Act
Article XXX	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XXXI	USA PATRIOT Act of 2001
Article XXXII	Non-Supplanting Requirement
Article XXXIII	Drug-Free Workplace Regulations
Article XXXIV	Universal Identifier and System of Award Management
Article XXXV	Reporting Subawards and Executive Compensation

Article XXXVI	Energy Policy and Conservation Act
Article XXXVII	Whistleblower Protection Act
Article XXXVIII	Federal Debt Status
Article XXXIX	Use of DHS Seal, Logo and Flags
Article XL	Notice of Funding Opportunity Requirements
Article XLI	SAFECOM
Article XLII	Amendment required to release remaining funds

Article I - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article II - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article III - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article IV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article V - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article VI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article VII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article VIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article IX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article X - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XVI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XVIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity

receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXI - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXIV - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXVIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXIX - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XXXIV - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXV - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XXXVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIX - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XL - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XLI - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XLII - Amendment required to release remaining funds

The recipient will have immediate access to 50% of the Federal share, or \$3,775,379. The recipient agrees not to obligate, expend or drawdown the remaining 50% of the Federal share, or \$3,775,379 until a detailed budget and workplan, to include the exercise and training data tables, have been reviewed and approved by the FEMA Regional Program Manager, and an official notice has been issued removing this special condition. The detailed budget and workplan needs to be submitted by September 30, 2020.

BUDGET COST CATEGORIES

Personnel	\$4,031,487.00
Fringe Benefits	\$1,470,861.00
Travel	\$9,695.00
Equipment	\$1,921.00
Supplies	\$8,900.00
Contractual	\$9,186,990.00
Construction	\$0.00
Indirect Charges	\$394,643.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMS-2020-EP-00002-S01
 2. AMENDMENT NO. ***
 3. RECIPIENT NO. 916001095G
 4. TYPE OF ACTION AWARD
 5. CONTROL NO. FY2020R10EMPG

6. RECIPIENT NAME AND ADDRESS
 Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122
 7. ISSUING FEMA OFFICE AND ADDRESS
 FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646
 8. PAYMENT OFFICE AND ADDRESS
 FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER
 Tirzah Kincheloe
 10. NAME OF FEMA PROJECT COORDINATOR
 Central Scheduling and Information Desk
 Phone: 800-368-6498
 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION
 10/01/2019
 12. METHOD OF PAYMENT PARS
 13. ASSISTANCE ARRANGEMENT
 Cost Reimbursement
 14. PERFORMANCE PERIOD
 From: 10/01/2019 To: 09/30/2022
 Budget Period 10/01/2019 09/30/2022

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Emergency Management Performance Grants	97.042	2020-FA-GA01-R107- -4120-1)	\$0.00	\$7,550,758.00	\$7,550,758.00	See Totals
			\$0.00	\$7,550,758.00	\$7,550,758.00	\$7,553,739.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
 N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
 Tirzah Kincheloe, Mrs

DATE
 Fri May 08 15:53:04 GMT 2020

18. FEMA SIGNATORY OFFICIAL (Name and Title)



DATE
 Thu Apr 30 17:35:15 GMT 2020

KIMBERLY ERIN PENFOLD, Assistance Officer

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



**PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600**

MEMO

To: Satpal Singh Sidhu, Whatcom County Executive

From: Sheriff Bill Elfo, Director *Bill Elfo*
John Gargett, Deputy Director
Sheriff's Office Division of Emergency Management

Subject: DHS Emergency Management Performance Grant (EMPG) for FFY2020

Date: December 8, 2020

Enclosed is the Emergency Management Performance Grant (EMPG) agreement for Federal Fiscal Year 2020 between Whatcom County Sheriff's Office Division of Emergency Management and the Washington State Military Department for your review and signature.

- Background and Purpose

The US Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG) provides funds to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of their emergency management programs. Whatcom County Sheriff's Office Division of Emergency Management has received these awards annually since the EMPG program began in Federal Fiscal Year 2004.

The EMPG-20 Scope of Work includes deliverable activities routinely performed by the Division of Emergency Management in compliance with WAC 118-30, RCW 38.52, and Whatcom County Code 2.40. DEM's Coordinator FTE is funded, in part, by this grant. The \$74,150 local match will be met from WCSO-DEM's existing budget authorization with the salary and benefits expenses of one of the Program Specialist FTEs.

The performance period runs from June 1, 2020 through August 31, 2021.

- Funding Amount and Source

\$74,150 from the US Department of Homeland Security 2020 Emergency Management Performance Grant (EMPG), through the Washington State Military Department, Grant Agreement Number E21-154, CFDA# 97.042 (18EMPG).

Please contact John Gargett (360-778-7160) or Frances Burkhart (360-778-7161) if you have any questions or concerns regarding this contract.

Encl.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-004

File ID:	AB2021-004	Version:	1	Status:	Agenda Ready
File Created:	12/15/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: CDonofri@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Sun Community Services for operation and maintenance of Sun House, in the amount of \$340,395 for a total amended contract amount of \$911,665

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #2



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Sun Community Services – Emergency Housing Operation & Maintenance Contract Amendment #2

DATE: December 15, 2020

Attached is a contract amendment between Whatcom County and Sun Community Services for your review and signature.

▪ **Background and Purpose**

Sun House is an emergency shelter for adults with mental illness, some of whom have been discharged from correctional or mental health facilities or who may have a history of homelessness. This contract provides funding for operations at Sun House which include but are not limited to, personnel, operating supplies, utilities, etc. The purpose of this amendment is to add new federal funding in the amount of \$54,760 for personnel and supplies to prevent, prepare for, and respond to the Coronavirus pandemic, to make changes to program outcome targets, and to extend the contract for an additional year.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$340,395, is provided by local document recording fees, mental health millage, the behavioral health program fund, and the Washington State Department of Commerce Emergency Solutions COVID-19 Grant (CFDA 14.231). These funds will be included in the 2021 budget. Council approval is required as funding exceeds 10% of the approved budget.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201811035 – 2

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing	
Contract or Grant Administrator:		Chris D'Onofrio	
Contractor's / Agency Name:		Sun Community Services	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	201811035
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	14.231
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202008014	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	122200 / 124112 / 127100 / 122800
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	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): \$ 571,270		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.	
This Amendment Amount: \$ 340,395			
Total Amended Amount: \$ 911,665			
Summary of Scope: This contract provides funding to operate the Sun House emergency shelter.			
Term of Contract:	1 Year	Expiration Date:	12/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 11/04/2020
	2. Health Budget Approval	KR/JG	Date: 12/15/2020
	3. Attorney signoff:	RB	Date: 12/10/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/09/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-004	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225**

**AND CONTRACTOR:
Sun Community Services
515 E Chestnut Street
Bellingham, WA 98225**

AMENDMENT NUMBER: 2

CONTRACT PERIODS:

**Original: 01/01/2019 – 12/31/2019
Amendment #1: 01/01/2020 – 12/31/2020
Amendment #2: 01/01/2021 – 12/31/2021**

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
2. Add the following language to the General Terms and Conditions (page 9 of the original contract), necessary as recipients of Federal funding:

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

If applicable, 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 "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

3. Amend Exhibit A – Scope of Work, to include compliance with requirements for funding from the Washington State Department of Commerce Emergency Solutions COVID-19 Grant and revise changes in program outcomes and reporting requirements; revised Exhibit A is attached.
4. Amend Exhibit B – Compensation to reflect the 2021 budget; revised Exhibit B is attached.
5. Add Exhibit F – Special Terms and Conditions for Commerce Emergency Solutions Grant.

6. Funding for this contract period (01/01/2021 – 12/31/2021) is not to exceed \$340,395.
7. Funding for the total contract period (01/01/2019 – 12/31/2021) is not to exceed \$911,665.
8. All other terms and conditions remain unchanged.
9. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Denise Yorston, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Sun Community Services
515 E Chestnut Street
Bellingham, WA 98225
sunhouse@suncommunity.comcastbiz.net

EXHIBIT "A" – Amendment #2
(SCOPE OF WORK)

I. Background

Sun Community Services operates Sun House as an emergency shelter for adults with a history of mental illness that are experiencing homelessness and/or being discharged from correctional and mental health facilities. The purpose of this contract is to provide operational funding for emergency shelter housing services at Sun House.

II. Statement of Work

The Contractor will:

1. Operate an emergency shelter facility with capacity for nine (9) beds that is staffed 24 hours per day, seven days a week.
2. Provide an evening meal and groceries for all other meals to residents.
3. Assist with medication self-administration as per WAC 246-888-020.
4. Arrange transportation after regular business hours, when needed.
5. Provide linens and laundry facilities.
6. Serve all eligible individuals up to facility capacity at any one time, with social distancing measures implemented to reduce the risk of COVID-19.
7. Provide hazard pay for staff during the COVID-19 pandemic.
8. Provide personal protective equipment and COVID-specific supplies for staff and residents as needed.

A. Service Requirements

1. The Contractor will operate the facility in accordance with the Emergency Shelter Operations Guidelines attached as Exhibit D.
2. The gross monthly income of all individuals served must be 50 percent or below of the area median income.
3. The priority populations to be served are adults experiencing homelessness that have a diagnosis of a serious mental illness and are exiting the Whatcom County Jail or other correctional facilities, or discharging from in-patient mental health facilities. Individuals who have a mental illness, are experiencing homelessness, and are highly vulnerable per Whatcom Homeless Service Center assessment criteria, may be served as resources allow.
4. Residents are expected to be engaged in mental health services with a community provider and to have an individualized treatment/service plan.
5. Residents may stay at the facility for up to 90 days. Any exceptions to the 90 day limit must be approved in writing by the County Contract Administrator.
6. Staff will be trained in mental health awareness, de-escalation techniques, and substance abuse issues.
7. The Contractor will coordinate admissions through the Whatcom County Homeless Service Center for residents referred by the County's contracted Re-Entry Specialist, the Western State Hospital liaison, and other professionals designated by the County.
8. Staff will coordinate with each client's mental health provider to ensure relevant information sharing and discharge planning inclusive of housing and ongoing mental health treatment.

B. Other Requirements

1. Comply with relevant State of Washington, Department of Commerce Emergency Solutions COVID-19 Grant guidelines, including periodic updates to the guidelines which can be accessed at: <https://deptofcommerce.app.box.com/s/s2w7o65zm4buhz2bk7t0n3femanl7tml> and <https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/>
2. The Contractor will allow access for case managers to Sun House and will help coordinate residents' care with mental health service providers.
3. The Contractor will participate in housing system meetings, as arranged and convened by the Whatcom County Health Department and/or community partners.
4. The Contractor may refer Sun House residents to permanent housing placements.
5. Contractor will adhere to written procedures for resident medication self-administration consistent with WAC 246-888-020 (see Exhibit "E"). These procedures will be followed by all staff that perform this activity.

III. Program Outcomes

During this contract period, the emergency shelter operated by the Contractor will deliver the following annual outcomes:

1. At least 30 unique clients will be sheltered at the facility
2. Nine beds will be either in use or available for clients at the facility, with the exception of periods of increased local COVID-19 cases warranting a reduction in population to a maximum of 8 to reduce the risk of COVID-19 within the facility.
3. The median length of stay for clients will be 90 days or less.
4. All residents at the facility will be enrolled in entitlement programs and services for which they qualify and are necessary to their well-being.
5. 50 percent of clients exiting the facility will do so to a stable housing situation.

IV. Required Reporting

The contractor shall submit monthly reports* utilizing data in a format approved by the County showing the contractor's progress toward achieving the outcomes identified above. Monthly reports are due on the 15th of each month following the end of the reporting period.

Reports will include:

1. Number of unique clients that stayed at facility during the reporting month
2. Number of beds or units of capacity at the facility this month, with changes in capacity noted in reports
3. Utilization of facility's capacity expressed as a percent of beds in use
4. Average length of stay for all households that exited the facility during the month
5. Median length of stay for all households that exited the facility during the month
6. Percent of households that exited the shelter over the month with enrollment in entitlement programs and services at time of exit
7. Total number of client exits from the facility to any destination (unduplicated)
8. The type of housing destination for each client exit
9. Total number of new client entries from any destination (unduplicated)

10. The most recent type of prior housing for new clients who enter the facility

*Contractors will be notified via email of updates to reporting templates. Current reporting templates will be posted on the Whatcom County Health Department Housing Program website which may be accessed at:

<http://www.whatcomcounty.us/DocumentCenter/View/37568/WCHDmonthlyESreport2019SunHouse>.

EXHIBIT "B" – Amendment #2
(COMPENSATION)

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$340,395, is the Behavioral Health Program Fund, Mental Health Millage, local document recording fees, and the federal Emergency Solution Grant COVID-19.

Cost Description	Documents Required Each Invoice	Budget
Personnel – wages & benefits	GL detail	\$238,482
Personnel – COVID-related - hazard pay; add 1 PT position for increased coverage		\$51,760
Operating Supplies		\$30,000
COVID-19 supplies and PPE		\$3,000
Utilities		\$14,153
Travel and Training	Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov), specific to location. Receipts for meals are not required. For mileage Include name of traveler, dates, start & end point, and purpose. Receipts required for transportation costs, registration fees, etc. Lodging & meal costs follow federal guidelines (www.gsa.gov).	\$3,000
Total		\$340,395

Changes to the line item budget that exceed 10% of the line item must be approved in writing by the County.

II. **Invoicing**

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
- The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us.
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

- Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

“Exhibit F”

(Special Terms and Conditions for Commerce Emergency Solutions Grant – COVID 19 ESG-CV –
CFDA #14.231)

The funds allocated for services performed under this grant are Washington State Department of Commerce funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements. Commerce and the State of Washington are liable for claims or damages arising from the Contractor’s performance of this subgrant.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- B. “COMMERCE” shall mean the Department of Commerce.
- C. “Grant” or “Agreement” means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. “Grantee” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. “State” shall mean the state of Washington.
- G. “Subgrantee/Subcontractor” shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms “subgrantee/subcontractor” refers to any tier.
- H. “Subrecipient” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

3. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

6. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 - B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.
- If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

7. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

8. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

9. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

10. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suite, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the state and its agencies, officers, agents, or employees.

12. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

13. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

14. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made with only reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection
 - 2) The basis for the cost or price

3) Justification for lack of competitive bids if offers are not obtained

viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

15. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE'S name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

16. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

17. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

18. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

19. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

20. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

21. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.

22. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

23. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.

All reference to the Grantee under this clause shall also include Grantee's employees, agents, or Subgrantees/Subcontractors.

24. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-006

File ID:	AB2021-006	Version:	1	Status:	Agenda Ready
File Created:	12/18/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: sbatdorf@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a building lease agreement between Whatcom County and Washington State Department of Natural Resources (DNR will pay \$991.50 in rent and an additional \$240 for janitorial services provided by the county), for a total amount of \$1,231.50 paid by DNR per month

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This five-year lease agreement between Whatcom County and Washington State Department of Natural Resources allows the Department of Natural Resources to lease a building adjacent to the Parks Headquarters located at 3373 Mount Baker Highway. Monthly rent is \$991.50 for the first year, increasing 2% annually after the first year. Additionally, the Department of Natural Resources will pay Whatcom County \$240 per month for janitorial services consisting of weekly cleanings of the leased office.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memorandum, Lease Agreement



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane, Director 

DATE: December 18, 2020

RE: Annex Building Lease Agreement between Whatcom County and Washington State Department of Natural Resources

Enclosed is two copies of the Annex Building Lease Agreement between Whatcom County (Lessor) and Washington State Department of Natural Resources (Lessee) for Council approval and your signature.

- **Background and Purpose**
This agreement allows the Department of Natural Resources to lease a building adjacent to the Parks Headquarters situation at 3373 Mt. Baker highway, Bellingham, Washington From November 1, 2020, to October 31, 2025.
- **Funding Amount and Source**
This is a revenue contract. Revenue is generated through lease agreement with the Washington State Department of Natural Resources.
- **Difference from Previous Contract**
This Lease Agreement replaces Whatcom County Contract # 201508041. The revenues at the end of the previous contract was \$13,582.24 annually. The new agreement first year revenues are \$14,778.00. This represents an increase in revenues of \$1,195.76 in the first year.

Please contact Christ Thomsen at extension # 5865 if you have any questions or concerns regarding the terms of this agreement.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Parks
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Maintenance & Operations (8050) / Parks (805010)
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Washington State Department of Natural Resources
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> 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? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 6373.4362	
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 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): \$ 14,778.00 in the first year This Amendment Amount: \$ 0 Total Amended Amount: \$ 14,778.00 in the first year	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: Lease agreement for field office space located at 3373 Mount Baker Highway, Bellingham, WA, between Whatcom County (Lessor) and the Washington State Department of Natural Resources (Lessee). Rental rate is \$991.50 per month, with a 2% annual upwards adjustment, plus a \$240.00 monthly janitorial services fee.	
Term of Contract: 5 years Expiration Date: October 31, 2025	

Contract Routing:	1. Prepared by: <u>Christ Thomsen</u>	Date: <u>12/18/2020</u>
	2. Attorney signoff: <u>Brandon Waldron approved via email BW/CT</u>	Date: <u>12/18/2020</u>
	3. AS Finance reviewed: <u>bbennett approved via email BB/CT</u>	Date: <u>12/18/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

AFTER RECORDING RETURN TO:

Washington State Department of Natural Resources
1111 Washington Street SE
MS 47030
Olympia, WA 98504-7030
Attn: Wayne Skill, Engineering Division

Delegated Lease No. DEL 20-0026
Bellingham
Page 1 of 9
Date: 22 September 2020

DELEGATED LEASE

This LEASE is made and entered into between Whatcom County whose address is 3373 Mt. Baker Highway, Bellingham, WA 98226 for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the State of Washington, Department of Natural Resources, hereinafter called the Lessee, acting under a Delegation of Authority from the Department of Enterprise Services, in accordance with RCW 43.82.010.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Director of the Department of Enterprise Services is also granted authority to delegate the leasing function to agencies;

WHEREAS, the Director has so delegated the authority for this Lease;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 390433-121498-0000

Common Street Address: 3373 Mt. Baker Highway, Bellingham, WA 98226

Approximately 1780 square feet of office and storage space located at 3373 Mt. Baker Highway, Bellingham, WA 98226 and legally described as follows:

“Legal description is all of that portion of the NW ¼ NW ¼ of Section 33, Township .39 North, Range 4 East, Willamette Meridian, Whatcom County, Washington as described by Statutory Warranty Deed filed in Volume 482 of Deeds, Page 332 under Auditor’s File 946468, records of Whatcom County, containing 4.75 acres, more or less, according to said deed.” More specifically, the structure known as the “Annex” or “Deming Work Center” with the unpublished address of 3379 Mount Baker Highway, Bellingham, WA.

USE

2. The premises shall be used by the Washington State Department of Natural Resources for the following purpose(s): Field office space with telephone and IT access, restrooms and shared employee and agency parking areas.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning 1 November 2020 and ending 31 October 2025.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate:

Nine Hundred Ninety-Nine dollars and Fifty cents (\$991.50) per month. Rent shall be adjusted upwards 2% annually, on 1 November of each year.

Payment shall be made at the end of each month upon submission of properly executed vouchers to:

Whatcom County Parks & Recreation
3373 Mount Baker Highway
Bellingham, WA 98226-7500

EXPENSES

5. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below.

5.1. Lessee shall pay for only telecommunications, electricity, and heating fuel costs.

5.2. Lessor shall provide janitorial service at cost to the Lessee of Two Hundred Forty Dollars (\$240.00) per month, which is a separate expense from rent. The janitorial service will consist of weekly cleaning of the office to include vacuuming the office space, cleaning bathroom floor, toilet and sink area; emptying the garbage cans; and some light dusting. Janitorial service may be cancelled by either party by providing a 30-day written notice of intent to terminate the cleaning service.

MAINTENANCE AND REPAIR

6. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times upon reasonable notice to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters light tubes, as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.). Lessee must notify the Lessor if any condition is in need of repair or is a safety concern. Lessor may enter the premises without notice to Lessee for any emergency to life or property. Lessee shall maintain the property in good, safe, and clean condition.

ASSIGNMENT/SUBLEASE

7. The Lessee may NOT assign this Lease or sublet the premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION

8. The Lease may, at the option of the Lessee, be renegotiated for an additional two (2) years..

8.1 It is mutually understood and agreed by and between the Lessor and the Lessee that this Lease may be cancelled and terminated by either party provided that written notice of such cancellation and termination shall have been given at least ninety (90) days prior to the effective date thereof, in which event rent shall be prorated to the date of termination.

PAYMENT

9. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

10. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

FIXTURES

11. The Lessee shall have the right during the existence of this lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this lease.

Any damage caused by Lessee's removal of any of the above items shall be repaired by the Lessee. Any improvements that the Lessee does not remove within 30 days after the termination of the Lease shall become the property of the Lessor, and the Lessee shall have no responsibility to remove them, pay for removal, or repair any damage caused by their removal by another. This provision shall survive termination of the Lease.

ALTERATIONS/IMPROVEMENTS

12. In the event the Lessee requires alterations/improvements during the term of this lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

13. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

14. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

15. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that the Lessee, a state agency, is acting in compliance with a delegated authority from the Department of Enterprise Services in accordance with 43.82.010. Any amendment or modification of this Lease must be in writing and signed by both parties.

REIMBURSEMENT FOR DAMAGE TO PREMISES

16. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees and agents, but in no event shall this paragraph be construed as diminishing the Lessor's duty to make repairs as set forth in preceding paragraphs of this lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

17. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the

property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

BINDING AUTHORITY

18. It is further understood that this Lease shall not be binding upon the State of Washington, Department of Natural Resources, unless signed by the Lessee's Director, Commissioner, or his/her designee and approved as to form by the Office of the Attorney General.

CANCELLATION/SUPERSESION

19. This Lease cancels, supersedes or replaces DEL 15-0016 dated 12 August 2015, and all modifications thereto.

DUTY TO CURE

20. Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the Lease requires either party to undertake repair/ replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the Lease, and (3) any other condition resulting from a party's failure to carry out any obligation under the Lease, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the Lease. Premises include all fixtures and equipment provided within the Premises by the Lessor.

The term "reasonable time" as used within this section of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.

Notice under the Duty to Cure and Self Help sections may be by the means allowed in the Notice section, but in addition includes actual notice/awareness that Lessor or Lessee has of a condition independent of any such notice. In addition to the above, when an emergency condition exists, notice may be in-person, oral, email, telephone, or through other means that places the information before the Lessor or Lessee of which he or she would reasonably be expected to learn or notice.

SELF HELP

21. If the party obligated to effect the cure does not cure within the time required by this Lease, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Lessor. If the nonbreaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor within thirty (30) days or as soon as is practicable. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

DEFAULT LEADING TO TERMINATION

22. If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Lease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the Lease.

If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Lessee may move and relocate from premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

CONDEMNATION

23. If any of the premises or of the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.



MONTH TO MONTH TENANCY

24. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

SUBORDINATION

25. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state’s standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents through the Department of Enterprise Services.

CAPTIONS

26. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

INTEGRATED DOCUMENT

27. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

HOLD HARMLESS

28. Lessee agrees to hold Lessor harmless for the loss of any of Lessee’s property in the event the leased premises are partially or totally destroyed or damaged by fire, flood, or other casualty and Lessee agrees to waive subrogation.

NOTICES

29. Wherever in this Lease written notices are to be given or made, except for alternative means of notice provided for the Duty to Cure and Self Help sections, the notices shall sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: Whatcom County
3373 Mounty Baker Highway
Bellingham, WA 98226

LESSEE: Washington State Department of Natural Resources
1111 Washington Street SE
MS 47030
Olympia, WA 98504-7030

AND Department of Enterprise Services **DEL 20-0026**
Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41015
Olympia, Washington 98504-1015

IN WITNESS WHEREOF, the parties subscribe their names.

LESSEE:

STATE OF WASHINGTON, DEPARTMENT OF
NATURAL RESOURCES

Acting under a Delegation of
Authority by the Department of Enterprise Services

By: _____

Title: Engineering and General Services Division Manager.

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

AGENCY JURAT

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20_____, personally appeared before me _____ (*name/title*) of the _____, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he/she signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he/she was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

LESSOR

WHATCOM COUNTY

Satpal Singh Sidhu, County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this ___ day of _____, 2020, before me personally appeared SATPAL SINGH SIDHU, to me known to be the County Executive of WHATCOM COUNTY and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Given under my hand and official seal this ____ day of _____, 2020.

NOTARY PUBLIC in and for the State of Washington, _____, residing at Bellingham
My Commission expires:

WHATCOM COUNTY PARKS & RECREATION



Michael McFarlane, Director

APPROVED AS TO FORM:

Approved via email BW/CT
Brandon Waldron, Deputy Prosecuting Attorney



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-009

File ID:	AB2021-009	Version:	1	Status:	Agenda Ready
File Created:	12/18/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: sbatdorf@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an agreement with the University of Washington for access and installation of seismic monitoring equipment at South Fork Park

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This site access agreement between Whatcom County and the University of Washington would allow installation of monitoring equipment through the Pacific Northwest Seismic Network, which will detect and provide an early warning of an earthquake event in the South Fork Valley area. The proposed location for the equipment is both secure and will not interfere with park use.

HISTORY OF LEGISLATIVE FILE


Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memorandum, Agreement, Background Information



MEMORANDUM

TO: Executive Sidhu and Members of the County Council

FROM: Michael McFarlane, Director 

DATE: December 18th, 2020

RE: Site Access Agreement with University of Washington for Seismic Monitoring Equipment at South Fork Park

Enclosed is a site access agreement between Whatcom County and the University of Washington for access and installation of seismic monitoring equipment at South Fork Park. This monitoring equipment is part of the Pacific Northwest Seismic Network (PNSN) and will detect and provide an early warning of an earthquake event in the South Fork Valley area. I am requesting the County Executive be authorized to enter into the agreement.

I have reviewed this proposal and met in the field with PNSN staff to identify an appropriate location that is both secure and will not interfere with use of the park. I have also attached additional information on the project. Whatcom County is being asked to provide the location for the seismic monitor on the park property and the University/PNSN will provide all equipment, installation, monitoring and maintenance of the equipment at their expense.

Please feel free to contact me at 5855 should you have any questions or require additional information.

Thank you.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Parks
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Administration
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	University of Washington for Pacific Northwest Seismic Network
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> 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? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ 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): \$ <u>-0-</u> 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: _____	
Request authorization for the County Executive to enter into a site access agreement with University of Washington on behalf of Pacific Northwest Seismic Network (PNSN) to install seismic monitoring equipment at South Fork County Park (Nesset Farm parcel)	
Term of Contract: 5-years	Expiration Date: 12.15.25

Contract Routing:	1. Prepared by: <u>Michael McFarlane</u>	Date: <u>12/18/20</u>
	2. Attorney signoff: <u>Via Email: Brandon Waldron</u>	Date: <u>12/18/20</u>
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

4. Installation, Operation & Removal.

- a. PNSN will notify Grantor prior to installing any Equipment on the Property. Entry onto the Property by PNSN may occur only at reasonable times after reasonable notice to Grantor as provided below in Section 9(b). While on the Property, PNSN will use all reasonable efforts not to interfere with Grantor's use of the Property.
- b. If the Equipment is located within Grantor's building, PNSN may use one (1) 120-volt outlet for backup low-level power that is expected to draw no more than 10 watts.
- c. In order to record seismic activity, the Equipment must be located so that it does not move during seismic events. As a result, placement of the Equipment may require anchoring, fixing or bolting of the Equipment to the Property with the prior approval of Grantor.
- d. PNSN will install, maintain, and operate the Equipment in accordance with applicable law and with all reasonable precaution to avoid damage to Grantor's land or property.
- e. Upon termination of this Agreement, PNSN will remove the Equipment and restore areas of the Property on which the Equipment was located to their pre-existing condition (as nearly as possible) prior to the commencement of activities under this Agreement. This removal and restoration will be completed within ninety (90) days after the date of termination unless extended by the mutual agreement of the parties, such agreement not to be unreasonably withheld.

5. Condition of the Property. UW acknowledges that (a) Grantor has made no representation or warranty concerning the condition of the Property or the fitness of its use for seismic monitoring and, (b) entry onto the Property is accepted strictly in an "as is" condition and solely at the risk of PNSN and its members.

6. Right to Remove Equipment. Equipment located on the Property will not become a fixture. PNSN will have the right to remove any or all of the Equipment at any time.

7. Liens. PNSN shall not permit any mechanics or other liens to be filed against the Property by reason of labor or materials furnished to the Property by PNSN.

8. Liability/Insurance. Grantor shall be reimbursed for losses arising from property damage caused in whole or in part by the negligent act or omission of any employee or agent of the UW or PNSN while performing activities under this Agreement. Grantor assumes no liability for loss or damage to the Equipment or for injuries to UW's agents, contractors, employees or representatives while in, on, or about the Property.

9. Notices.

- (a) General Notices. Notices to the other party, for matters not involving access and entry to the Property, will be effective three (3) days after mailing in the US mail, postage prepaid, certified or registered mail, return receipt requested. Any notice by personal delivery will be deemed given when actually delivered.

To Grantor at:

ATTN: DIRECTOR
Name: WHATCOM COUNTY PARKS + REC DEPT.
Address: 3373 MT BAKER HIGHWAY
BELLINGHAM WA 98226
Phone: (360) 778-5850
Email: PARKS@CO.WHATCOM.WA.US

To UW/PNSN at:

University of Washington
PNSN
Campus Box 351310
Seattle, WA 98195-1310
Phone: (206) 616-0942
e-mail: pnsn-admin@uw.edu

- (b) Notices for Access and Entry to the Property. Grantor's preferred means for being contacted when PNSN is planning to access and enter the Property is by phone, e-mail, or not all. Notices for access and entry to the Property shall be provided to Grantor as set forth above in Section 9(a) unless as may be alternatively provided below:

Name: MICHAEL MCFARLANE, DIRECTOR
Phone: (360) 778-5850
Email: PARKS@CO.WHATCOM.WA.US

10. Transfer or Sale of Property. Grantor will notify (a) UW of any sale or transfer of the Property at least thirty (30) days prior to such sale or transfer and (b) any third-party purchaser/transferee of the Property of the existence and terms of this Agreement.

11. Authority. Grantor represents and warrants that Grantor owns the Property and has the legal authority to enter into this Agreement and grant UW the access it provides.

AGREED TO BY:

GRANTOR

UW

By: _____

By: _____

Name: SATPAL SINGH SIDHU

Name: Paul Bodin

Title: WHATCOM COUNTY EXECUTIVE

Title: Network Manager

Date: _____

Date: _____

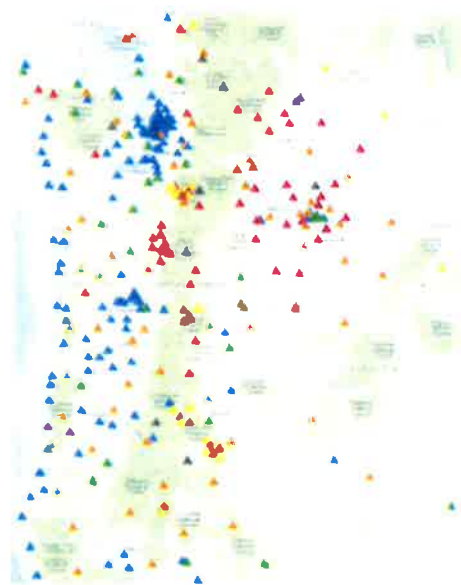


About The PNSN

The Pacific Northwest Seismic Network (PNSN) provides information about earthquakes to emergency responders, the press, and public. The PNSN works to reduce risk by monitoring ground motion and distributing information, primarily through pnsn.org. Beginning in 1969 with five seismic stations, the network has expanded to over 400 stations throughout Washington (WA) and Oregon (OR). This makes the PNSN the second largest seismic network in the US.

The PNSN is a cooperative project between the University of Washington (UW), the University of Oregon (UO), and the US Geological Survey (USGS). The PNSN is headquartered at UW in the Earth and Space Sciences Department and has staff in Richland WA, Vancouver WA, and Eugene OR at UO in the Department of Earth Science. Primary support for the PNSN comes from the USGS, the State of Washington, the State of Oregon, and the US Department of Energy.

To learn more, visit pnsn.org or email pnsn@uw.edu.



The PNSN's monitoring stations. Each station has sensors that measure ground motion.

PNW Earthquakes

Crustal Earthquakes

Caused By: Movement along shallow faults within the North American tectonic plate caused by compressional, extensional, or transform stress.

How often? Recurrence time varies by fault; in general, hundreds to thousands of years.

Where? Throughout WA and OR.

Volcanic Earthquakes

Caused By: Movement of magma near volcanoes.

How often? There is variation throughout the Cascade Range. Increasing frequency and magnitude may precede volcanic unrest.

Where? Within 10 km (6 mi) of volcanoes.

Subduction Zone Earthquakes

Caused By: Slip on the plate boundary between the North American Plate and the subducting Juan de Fuca Plate.

How often? M8+ roughly every 300–500 years.

Where? Offshore, from northern CA to Vancouver Island, BC.

Deep Earthquakes

Caused By: Movement on faults within the subducting Juan de Fuca plate.

How often? Approximately every 30–50 years.

Where? At depths greater than 40 km (25 mi) under the I-5 corridor.

PNSN Data & Products

Recent Earthquakes

A map of recent earthquakes is available at pnsn.org/earthquakes/recent.

The map is updated with waveforms and technical data within minutes of an event.



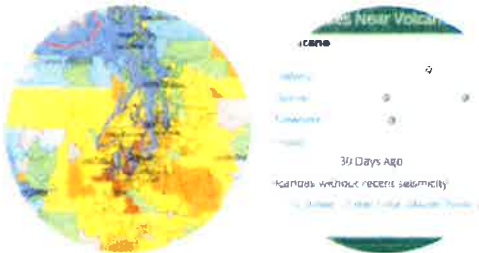
Real-Time Waveforms

Near real-time waveform displays from our seismic instruments are available at pnsn.org/seismograms, 24 hours a day, and are updated every 2 minutes.

Did You Feel It?

The USGS displays human reports of shaking on maps.

Report your earthquake experience and see the map of shaking reports.

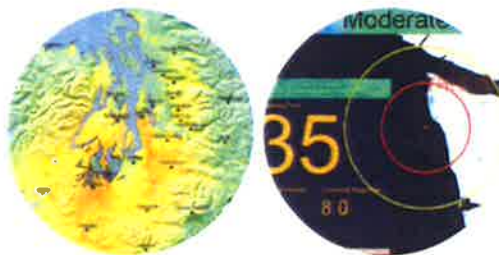


Volcanic Seismicity

Updates on earthquake activity at Washington's and Oregon's active volcanoes can be found at pnsn.org/volcanoes.

ShakeMap

The USGS measures shaking intensity. The map portrays the geographic extent and amount of shaking for post-earthquake situational awareness.



Earthquake Early Warning (ShakeAlert)

Real-time detection and measurement of earthquakes provides seconds to minutes of warning. This program is being developed by the USGS with the support of UW, UO, Caltech, and UC Berkeley.

Outreach

Educational programs for school groups, the press, and public groups are hosted at the Seismology Lab. The latest scientific information on earthquakes, volcanoes and the hazards they pose are covered in these programs.



Tremor Map

Tremor locations are displayed on an interactive map on pnsn.org/tremor. Tremors are too slight to feel and related to slow slip that can last up to multiple weeks.

pnsn@uw.edu

(206)685-8180

Pacific Northwest Seismic Network
University of Washington
Dept. of Earth and Space Sciences
Box 351310, Seattle, WA 98195-1310

pnsn.org

@ThePNSN

@PNSN1

Outdoor Installation Examples





Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-010

File ID:	AB2021-010	Version:	1	Status:	Agenda Ready
File Created:	12/21/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: CHollins@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and Whatcom County Fire District 7 to provide COVID-19 testing in an estimated amount of \$188,858 for a total estimated amended contract amount of \$314,763

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Agreement Amendment #1



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Whatcom County Fire District 7 (FD7) – COVID-19 Testing Interlocal Agreement Amendment #1

DATE: December 31, 2020

Attached is an interlocal agreement amendment between Whatcom County and Whatcom County Fire District 7 for your review and signature.

▪ **Background and Purpose**

This agreement provides funding for implementation of community-wide, low barrier COVID-19 testing by licensed FD7 medical personnel (EMTs). The purpose of this amendment is to extend the contract through 06/30/2021. With the merger between the Health Department and Whatcom Unified Command, the Health Department assumed administration of this contract on 01/01/2021, after the term of the original contract administered by the Whatcom County Sheriff's office, ended.

▪ **Funding Amount and Source**

Funding for this contract varies depending on the cost and wages of staff working at testing sites, however, total funding is estimated at \$188,858 for this contract period (01/01/21 – 06/30/21) and \$314,763 for the entire contract period (09/01/2020 – 06/30/2021). Funds under this contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. These funds are included in the 2020-2021 budgets. Council approval is required as estimated funding for the extended contract period are expected to exceed 10% of the funding spent during the original contract period.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202009025 - 1

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Cindy Hollinsworth	
Contractor's / Agency Name:		Whatcom County Fire Protection District 7	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	202009025
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Already approved? Council Approved Date:	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	21.016 / 21.019 / 93.323
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202006003 / 201801023	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	134500 / 660430 660440
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
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 checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):	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:		
Variable depending on cost and wages of staff working at testing sites.	<ol style="list-style-type: none"> 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 agreement provides funding for licensed EMTs to help implement community-wide low barrier COVID-19 testing.			
Term of Contract:	10 Months	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/04/2020
	2. Health Budget Approval	KR/JG	Date: 12/14/2020
	3. Attorney signoff:	RB	Date: 12/14/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/09/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date: 12/17/2020
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-010	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Whatcom County Fire Protection District 7
2020 Washington Street
Ferndale, WA 98248

CONTRACT PERIODS:

Original: 09/01/2020 – 12/31/2020
Amendment #1: 01/01/2021 – 06/30/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

- A. Extend the term of the contract through 06/30/2021.
- B. Replace the Incident Commander identified in the agreement with:

Erika Lautenbach, Director/Incident Commander
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
ELautenb@co.whatcom.wa.us
360-778-6005

- C. Replace Section IV. Staffing and Payment, as follows:

- 1). FD7 shall provide three (3) experienced EMTs, screened for the absence of COVID-19 symptoms per COVID-19 Screening Questions, to implement COVID-19 tests for a twenty-six (26) week period as part of Whatcom County's Community-Wide Low Barrier COVID-19 Testing. Selection of EMTs shall be the responsibility of, and at the discretion of FD7.

The EMT positions contemplated in this Agreement shall report to the FD7 Fire Chief and shall work on-site with personnel from the Whatcom County Testing program.

- 2). The EMTs shall fill full or partial shifts the equivalent of three persons working eight (8) hours per day, four (4) days per week, for up to twenty-six (26) weeks. Work shall be performed in accordance with the Collective Bargaining Agreement (CBA) between FD7 and the Whatcom Seven Firefighters Guild.

- 3). Testing and procedures on-site shall be overseen and determined by Whatcom County. EMT best practices shall be as per FD7 training generally and, more specifically, as per Whatcom County Testing training. EMT work will be integrative with the Whatcom County Testing Program. The Whatcom County Health Department will provide training for the Testing.
- 4). The County shall reimburse FD7 the actual cost of wages and benefits of EMTS working at Testing sites. FD7 shall submit itemized invoices on a monthly basis showing daily hours worked. Invoices must be submitted by the 10th of the month, following the month of service. FD7 shall submit invoices identified with the Whatcom County Contract number (202009025) to:
HL-BusinessOffice@co.whatcom.wa.us.

Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor.

Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

- D. Replace Section XI. Term of agreement, as follows:

This agreement shall terminate on June 30, 2021. Accordingly, the parties shall meet on or before June 1, 2021 to discuss and negotiate any potential extension.

- E. All other terms and conditions remain unchanged.
- F. The effective start date of the amendment is 01/01/2021.


ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Cindy Hollinsworth, Communicable Disease & Epidemiology Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

	Larry Hoffman, FD7 Fire Chief	12.17.20
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Whatcom County Fire Protection District 7
2020 Washington Street
Ferndale, WA 98248
lhoffman@wcf7.org



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-011

File ID:	AB2021-011	Version:	1	Status:	Agenda Ready
File Created:	12/21/2020	Entered by:	FBurkhar@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jgargett@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to obtain two All Hazard Alert Broadcast (AHAB) sirens, in the amount of \$0

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Staff Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo, Contract

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

To: Satpal Singh Sidhu
Whatcom County Executive

From: Sheriff Bill Elfo, Director of Emergency Management
John Gargett, Deputy Director of Emergency Management

Bill Elfo
[Signature]

Re: All Hazards Alert Broadcast (AHAB) Siren Agreement # E21-171
for the Port of Bellingham (Fairhaven) and Semiahmoo

Date: December 18, 2020

Enclosed is the All Hazards Alert Broadcast (AHAB) Siren Agreement #U21-171 between Whatcom County and the Washington State Military Department for your review and signature.

Washington State Military Department Emergency Management Division (WA-EMD), through its Earthquake/Tsunami Program, provides public awareness and education in regards to preparing for, and surviving, a natural or man-made disaster event. WA-EMD, as funds become available and through coordination with local agencies, purchases and installs AHAB Warning Sirens that provide both tone and voice alerts for hazardous situations in at-risk communities.

WA-EMD received funding from the State of Washington to purchase and install two AHABs in Whatcom County, one in Fairhaven (#99) and one at Semiahmoo (#100). This agreement is written for \$0, since WA-EMD will purchase and install the unit. However, WA-EMD will then transfer ownership of the AHABs to Whatcom County and the cost of each AHAB (\$56,500) will be recorded as a non-cash transaction.

U21-171 will also bring the five other AHABs that Whatcom County owns under this one agreement which details the respective agency responsibilities for ongoing maintenance and operations. As noted on page 10, these AHAB locations are: #1 Sandy Point, #63 Birch Bay, #65 Blaine, #69 Port of Bellingham, and #72 Birch Bay Village.

The performance period of this agreement runs from August 1, 2020 through July 31, 2030.

Please contact John Gargett at 360-778-7160 if you have additional questions.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Military Department

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No 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): E21-171 CFDA#: N/A

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? Yes No If yes, RFP and Bid number(s): _____ Contract _____
 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. Goods and services provided due to an emergency
 - Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
 - Contract work is for less than 120 days. Work related subcontract less than \$25,000.
 - Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 0
 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:

To accept ownership of two All Hazard Alert Broadcast (AHAB) Sirens purchased and installed by Washington State Military Department.

Term of Contract: Ten Years Expiration Date: 07/31/2030

- Contract Routing:
- | | | | |
|-------------------------------------|---------------------------|-------|-------------------|
| 1. Prepared by: | F Burkhart | Date: | 12/18/2020 |
| 2. Attorney signoff: | <u>B Waldron (email)</u> | Date: | <u>12/18/2020</u> |
| 3. AS Finance reviewed: | <u>M Caldwell (email)</u> | Date: | <u>12/18/2020</u> |
| 4. IT reviewed (if IT related): | _____ | Date: | _____ |
| 5. Contractor signed: | _____ | Date: | _____ |
| 6. Submitted to Exec.: | _____ | Date: | _____ |
| 7. Council approved (if necessary): | _____ | Date: | _____ |
| 8. Executive signed: | _____ | Date: | _____ |
| 9. Original to Council: | _____ | Date: | _____ |

**Washington State Military Department
ALL HAZARDS ALERT BROADCAST (AHAB) SIREN AGREEMENT FACE SHEET**

1. Recipient Name and Address: Whatcom County 311 Grand Ave Bellingham, WA 98225		2. UBI # (state revenue): 371-010-246	3. Agreement Number: E21-171
4. Recipient Contact, phone/email: John Gargett, 360-778-7160 jgargett@co.whatcom.wa.us		5. Agreement Start Date: August 1, 2020	6. Agreement End Date: July 31, 2030
7. Department Contact, phone/email: Maximilian Dixon, (253) 512-7017 Maximilian.Dixon@mil.wa.gov		8. Data Universal Numbering System (DUNS): 060044641	
9. Service Districts: (BY LEGISLATIVE DISTRICT): 42 (BY CONGRESSIONAL DISTRICT): 1,2		10. EIN 91-6001383	
11. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other		12. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
13. PURPOSE & DESCRIPTION: The Washington Military Department (Department) has authority to enter into this Agreement pursuant to RCW 38.52.010, RCW 38.52.020, and RCW 38.52.030, which statutes direct and authorize the Department to prepare for, mitigate, and respond to emergencies and disasters. The Department through the Earthquake/Tsunami Program provides public awareness and education regarding preparing for, and surviving, a natural or man-made disaster event. The Department would, without this agreement pay for not only the cost to purchase and install All Hazards Alert Broadcast (AHAB) Warning Sirens that provide both tone and voice alert capability for all-hazards, but would be responsible for, leasing space, installation, regular maintenance requirements, operation, and testing of the sirens. With this agreement, the Department agrees to install AHAB sirens #99 and #100 on Recipient's land at a total cost of \$113,000 (\$56,500 per siren) with state funding, with location(s) to be identified within the Statement of Work (Attachment C). Once the AHAB siren(s) are installed, they become property of Recipient. In consideration of receipt of the siren(s) for protection of people in the County, Recipient agrees to be responsible for all operation and to maintain the siren(s) in full compliance with Department's maintenance requirements according to Department guidance and as set out in the Statement of Work (Attachment C).			
IN WITNESS WHEREOF, In consideration of the mutual covenants and promises contained below, the receipt and sufficiency of which is acknowledged by each of the parties, and without payment of money for the privileges granted, the Department and Recipient agree as follows: the Department and Recipient acknowledge and accept the terms of this Agreement, including all referenced Attachments which are hereby incorporated in and made a part hereof, agree that the consideration is sufficient, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Statement of Work (Attachment C); AHAB Site Survey Information Template (Attachment D), and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.			
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:			
1. Applicable Federal and State Statutes and Regulations		4. Special Terms and Conditions	
2. General Terms and Conditions		5. Other provisions of the Agreement incorporated by reference	
3. Statement of Work			
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE RECIPIENT:	
Signature	Date	Signature	Date
Regan Anne Hesse, Chief Financial Officer Washington State Military Department		Satpal Singh Sidhu Whatcom County Executive	
APPROVED AS TO FORM Dawn C. Cortez 10/08/2020 Assistant Attorney General		APPROVED AS TO FORM (if applicable): <i>B. Waldron (email) / AB</i> 12/18/2020 Applicant's Legal Review	Date

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

RECIPIENT		MILITARY DEPARTMENT	
Name	John Gargett	Name	Elyssa Tappero
Title	Deputy Director	Title	Tsunami Program Coordinator
E-Mail	jgargett@co.whatcom.wa.us	E-Mail	Elyssa.Tappero@mil.wa.gov
Phone	360-778-7160	Phone	253-512-7067
Name		Name	Maximilian Dixon
Title		Title	Hazards and Outreach Supervisor
E-Mail		E-Mail	Maximilian.Dixon@mil.wa.gov
Phone		Phone	253-512-7017
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Parties shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this agreement.

A. STATE AND FEDERAL REQUIREMENTS FOR AGREEMENTS:

The following requirements apply to all State Agreements administered by the Department.

1. This is not a reimbursement contract. No costs for purchases of equipment/supplies will be reimbursed. The parties agree that the consideration provided in this agreement is sufficient, in that Recipient receives AHAB warning sirens to assist it in protecting people located within the county and the Department is allowed to install the sirens on county property and receives operation and basic maintenance of the sirens in accordance with its requirements.

B. ENVIRONMENTAL AND NATIONAL HISTORICAL PRESERVATION

1. Recipients may be required to provide environmental information and gather information from Federal and State regulatory agencies, including the designated State Historic Preservation Office and Indian tribes, as appropriate. The failure to provide such information, when requested, shall be grounds for withdrawing AHAB siren installation. In some cases, recipient may be required to submit additional environmental compliance information sufficient to enable NOAA to make an assessment of any impacts that a project may have on the environment.
2. Regulations implementing the National Environmental Policy Act of 1969 (NEPA), as amended, require NOAA to provide public notice of the availability of project-specific environmental documents, as appropriate. Detailed information on NOAA compliance with NEPA may be found on the National Oceanic and Atmospheric Administration website under "DOC Categorical Exclusions and Administrative Record": <http://www.nepa.noaa.gov/>.

**Washington State Military Department
GENERAL TERMS AND CONDITIONS**

1. DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Agreement.
- b. **"Siren(s)"** means the All Hazards Alert Broadcast (AHAB) Warning Siren; a physical, pole-mounted, modular siren system that alerts those within range to danger by emitting a voice, tone, and intense blue light alert.
- c. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a Recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Recipient under this Agreement.
- d. **"Recipient"** means the entity identified on the Face Sheet of this Agreement.
- e. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

2. AMENDMENTS AND MODIFICATIONS

The Recipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Recipient. No other understandings or agreements, written or oral, shall be binding on the parties.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

4. ASSURANCES

The Department and the Recipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Recipient certifies that the Recipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Recipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/agreements/requiredagreementforms>. Any such form completed by the Recipient for this Agreement shall be incorporated into this Agreement by reference.

6. CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Recipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Recipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

7. COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Recipient shall comply with, and the Department is not responsible for determining, compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to:

nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

The recipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. The Department of Commerce guidance is still pending, but the Department of Homeland Security published recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011) that can be of use here as well. The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>. Recipient must also comply with the provisions in the 2019 amendments to RCW 38.52 that apply to providing language services.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Recipient, its contractors or Recipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Recipient is responsible for all costs or liability arising from its failure, and that of its contractors and Recipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

8. DISCLOSURE

The use or disclosure by any party of any information concerning the Department or the Recipient for any purpose not directly connected with the administration of the Department's or the Recipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the respective agency or as required to comply with RCW 42.56, the Public Records Act, other law or court order.

9. DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Recipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

10. LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, each party, its successors or assigns, will protect, save and hold harmless the other party, the State of Washington, and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of that party, its sub-contractors, Recipients, assigns, agents, contractors, consultants,

licensees, invitees, employees or any person for whom it is responsible, whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, each party further agrees to defend the other and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with that party's acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of one of the parties; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Recipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Recipient, or Recipient's agents or employees.

11. LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Recipient or Alternate for the Recipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the Recipient shall have signature authority to sign time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

12. NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient.

13. NONDISCRIMINATION

The Recipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

14. NOTICES

The Recipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

15. OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Recipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Recipient's performance under this Agreement. To the extent allowed by law, the Recipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Recipient to so comply.

16. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement and does not and will not acquire any ownership interest or title to such property of the Recipient. The Recipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington harmless from any and all causes of action arising from the Recipient's ownership and operation of the project.

17. PUBLICITY

The Parties agrees to submit to each other, prior to issuance, all advertising and publicity matters relating to this Agreement wherein the other Party's name is mentioned, or language used from

which the connection of the other Party's name may be inferred or implied. The Parties agree not to publish or use such advertising and publicity matters without the prior written consent of the other Party.

18. RECORDS

- a. The Parties agree to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the that Party's contracts, subawards, agreement administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Parties records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, NOAA, or by other state or officials authorized by law, for the purposes of determining compliance by the Parties with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Parties for such inspection and audit, together with suitable space for such purpose, at any and all times during the Parties' normal working day.
- d. The Parties shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the agreement under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

19. RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

The Recipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Recipient in connection with the project. The Recipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any operation and/or maintenance of a project.

20. SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

21. TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Recipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Recipient or its staff required by statute or regulation that are applicable to Agreement performance.

22. TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Recipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Recipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Recipient from incurring additional obligations of funds. In the event of termination, the Recipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

23. TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Recipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the

Recipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Recipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Recipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Recipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Recipient an opportunity to cure, the Department shall notify the Recipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Recipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Recipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Recipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Recipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Recipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

24. TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Recipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Recipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Recipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Recipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Recipient for termination. The Department may withhold from any amounts due the Recipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Recipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the RECIPIENT under the orders and

contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the RECIPIENT and in which the Department has or may acquire an interest.

25. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Recipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Recipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

26. VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Parties, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

27. WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

STATEMENT OF WORK

Title

Installation of All Hazards Alert Broadcast (AHAB) Warning Siren(s) within Whatcom County:

The Recipient agrees to allow the installation of the All Hazards Alert Broadcast (AHAB) Warning Siren in the following locations within Whatcom County:

AHAB Siren Name	AHAB Siren Location (LAT/LONG)	Point of Contact for Siren Location (Name, Phone Number, Email)
99	48.720249, -122.513427	Wallace Kost, 360.788.5305, wkost@co.whatcom.wa.us
100	48.989085, -122.771537	Wallace Kost, 360.788.5305, wkost@co.whatcom.wa.us

The Department will provide all maintenance and parts to the controller box and satellite communications systems. The Department agrees to stock and maintain the standard repair components as suggested by the manufacturer to expedite repairs.

All Hazards Alert Broadcast (AHAB) Warning Siren(s) requirements:

Upon satisfactory installation, the siren will become the property of the Recipient. AC power hook-up will be provided by the Recipient to the siren but will not be hooked-up until the system has been installed on the pole. Continued monthly AC power usage charges will be required and provided through Recipient unless power is able to tie into existing electrical service. Battery replacement is the responsibility of the Recipient. Upon satisfactory installation, the Recipient will assume responsibility for: the physical security of the siren, for the coordination of the restoration of electrical power to the siren, for the routine testing of the siren via local radio network or internet, for the prompt reporting of any routine testing problems to the Department, and for access to the siren with a bucket truck and weed control within a 15-foot radius of the siren. If the siren will be installed in a locked area, the Recipient will provide 24-hour access and/or issue a key to the Washington Military Department Telecommunications Engineer to allow access to the area for times employees are unavailable to open the compound for needed work.

The Department will send out a daily status report to Recipient, routinely test the siren with the satellite control system, automatically monitor alarms, silent test the siren, immediately report any intrusions to the Recipients Primary Law Enforcement agency, and troubleshoot and repair any major siren malfunctions as rapidly as possible (except for battery failures). The Department will schedule trained and certified siren technicians to troubleshoot and make repairs. The Recipient will be kept informed of all actions taken during repair. The Department agrees to maintain and fund the satellite access contracts with appropriate satellite providers.

Upon notification by the Department, the Recipient has 48 hours to resolve any issue(s) with the batteries, AC power, physical security, and/or access to the Siren(s). Failure by the Recipient to fulfill this requirement will result in a management letter that may adversely impact future decision-making regarding the purchasing and installation of AHAB Siren(s) within the Recipient's jurisdiction.

Active All Hazards Alert Broadcast (AHAB) Warning Siren(s) within Whatcom County:

The Recipient currently owns All Hazards Alert Broadcast (AHAB) Warning Siren(s) in the following locations within Whatcom County:

AHAB Siren Name	AHAB Siren Location (LAT/LONG)	Point of Contact for Siren Location (Name, Phone Number, Email)	Year of Siren Installation
1	48.79884, -122.70942	Jim Petrie, 360.384.1480, Wcfd17@comcast.net	2007
63	48.92973, -122.74546	Wallace Kost, 360.788.5305, wkost@co.whatcom.wa.us	2017
65	48.99449, -122.76028	Wallace Kost, 360.788.5305, wkost@co.whatcom.wa.us	2017
69	48.7559, -122.50193	Wallace Kost, 360.788.5305, wkost@co.whatcom.wa.us	2017
72	48.93642, -122.78553	Wallace Kost, 360.788.5305, wkost@co.whatcom.wa.us	2018

Recipient participation regarding All Hazards Alert Broadcast (AHAB) Warning Siren(s)' activation, testing, and drills:

The Recipient agrees that the triple controlled siren will be activated by either the Department or the Recipient. The Recipient agrees to use the siren for only routine testing and real emergency incidents. The Recipient activates the siren with their local radio system, or internet. The Recipient agrees to participate in all statewide siren tests/drills whether it be monthly tests or the annual ShakeOut drill. The Recipient authorizes the Department to activate the siren and transmit a Tsunami Warning message after receiving a Tsunami Warning alert from the National Weather Service that is expected to affect the Washington State coast.

The tsunami warning audio message in English is as follows: "The National Weather Service has issued a tsunami warning. A tsunami can create strong waves, dangerous flooding and powerful currents. If you are in a coastal area you are at risk and must move to higher ground or inland now. Do not return until directed to do so. Tune to local media for additional information after you move to higher ground or inland."

Failure by the Recipient to fulfill this requirement will result in a management letter that may adversely impact future decision-making regarding the purchasing and installation of AHAB Siren(s) within the Recipient's jurisdiction.

Requirements of Recipient prior to installation:

The Recipient is required to complete the AHAB Site Survey Information Template (Attachment 1) prior to installation and obtain all necessary permits before installation.

AHAB SITE SURVEY INFORMATION TEMPLATE Receiving Jurisdiction Responsibilities

DETAILED INSTRUCTIONS:

Choosing an Installation Location:

1. AC power is within an acceptable distance for installation.
2. Satellite transceiver antenna requires a clear view of sky to south-southeast (Approximately 198 degrees true and 30 degrees above horizon).
3. No overhead wires with a voltage rating of more than 14.4K volt AC or other obstructions within 20' of pole location.
4. No underground utilities within 5' of intended pole location.
5. Access for heavy equipment to install siren without blocking roads and no overhead obstructions.
6. Site must be in road right-of-way or municipal owned land. Other locations will require that the local jurisdiction negotiate and complete a legal easement agreement with the property owner.
7. All permitting necessary for installation must be obtained before the installation date.

Documenting Installation Location:

1. Provide street number and name of nearest building.
2. Indicate siren location in relationship to that address.
3. Provide Latitude and Longitude readings.
4. Provide nearest cross streets both directions from install site. Distance from site to cross street is extremely helpful.

Marking Installation Location (Installer responsibility after onsite survey is completed by Department Telecommunications Engineer):

1. Paint ground with White Paint
2. Drive a wood or metal stake into ground leaving ~ 2' exposed and marked with the words "SIREN".

Requesting Underground Utility Check (Installer responsibility after onsite survey is completed):

1. Call the state-wide underground utility check number with the information collected above. 1-800-424-5555 or www.callbeforeyoudig.org to schedule the underground utility check.
2. Mark all utilities within a 25' radius of the staked/marked location.
3. Pole will be installed 8-10' deep and ground wires extending out approximately 25' from the pole in one direction attached to 2 each, 10' ground rods.
4. Obtain a "ticket number"
5. Check the location after three (3) working days and see if any markings indicate utilities are under the intended install site.

What happens next:

1. The Department will notify you the week before they are scheduled to install. Please realize that schedules often change due to weather and other unforeseen construction issues. We will do our best to keep you informed.
2. If required, the pole installer will update the underground utility check prior to pole installation using the ticket number.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-014

File ID:	AB2021-014	Version:	1	Status:	Agenda Ready
File Created:	12/23/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: ADeacon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to provide security services at the COVID-19 Temporary Housing Facility in the amount of \$43,547 for a total amended contract amount of \$199,547

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo, Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Parker Corporate Services, Inc. dba Pacific Security – Temporary Housing Facility Security Contract Amendment #3

DATE: December 23, 2020

Attached is a contract amendment between Whatcom County and Pacific Security for your review and signature.

▪ **Background and Purpose**

This contract provides funding for 24/7 security services to temporary guests of the COVID-19 Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. The purpose of this amendment is to extend the contract through 01/31/2021.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$199,547. Funds under this contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. These funds are included in the 2020 and 2021 budgets. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202004010 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Parker Corporate Services, Inc. dba Pacific Security	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	202004010
Does contract require Council Approval? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**	
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	21.016 / 21.019/93.323
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202006003 / 201801023	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	134150 / 660430 660440
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
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): \$ 156,000		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.	
This Amendment Amount: \$ 43,547			
Total Amended Amount: \$ 199,547			
Summary of Scope: This contract provides funding for 24/7 security services at Whatcom County's COVID-19 Temporary Housing Facility.			
Term of Contract:	10 Months	Expiration Date:	01/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/04/2020
	2. Health Budget Approval	KR/JG	Date: 12/23/2020
	3. Attorney signoff:	RB	Date: 12/10/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/22/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-014	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

202004010 – 3

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:

Parker Corporate Services, Inc. dba Pacific Security
2009 Iron Street
Bellingham, WA 98225

AMENDMENT NUMBER: 3

CONTRACT PERIODS:

Original: 04/07/2020 – 07/05/2020

Amendment #2: 11/01/2020 – 12/30/2020

Amendment #1: 04/07/2020 – 10/31/2020

Amendment #3: 11/01/2020 – 01/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 01/31/2021.
2. Amend Exhibit B – Compensation, to update total funding and revise the invoice deadline; revised Exhibit B is attached.
3. Funding for the total contract period (04/07/2020 – 01/31/2021) is not to exceed \$199,547.
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 11/01/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Bud Tweten, Sales & Development		
_____	_____	_____
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____ Date
Satpal Singh Sidhu, County Executive

CONTRACTOR INFORMATION:

Pacific Security
Bud Tweten, Sales & Development
2009 Iron Street
Bellingham, WA 98225
425-330-1341
bud@parkercorporation.com

EXHIBIT “B” – Amendment #3
(COMPENSATION)

I. Budget and Source of Funding: Funding for this contract may not exceed \$199,547. Funds under this contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. Commerce and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract.

Compensation: Contractor will be paid \$27.35 per hour and \$41.03 per hour on Federal Holidays.

Month	Regular Days	Total \$27.35/hour per 24 hours	Holidays	Total \$41.03/hour per 24 hours	Month Total
April	24	\$15,753.60	0		\$15,754
May	30	\$19,692	1	\$984.72	\$20,677
June	30	\$19,692	0		\$19,692
July	30	\$19,692	1	\$984.72	\$20,677
August	31	\$20,348.40	0		\$20,348
September	29	\$19,035.60	1	\$984.72	\$20,020
October	31	\$20,348.40	0		\$20,348
November	28	\$18,379.20	2	\$1,969.44	\$20,349
December	30	\$19,692	1	\$984.72	\$20,677
January	29	\$19,035.60	2	\$1,969.44	\$21,005
TOTAL					\$199,547

II. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us. Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by February 15, 2021**. Invoices submitted for payment must include the items identified in the table above.
2. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
3. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

4. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-015

File ID:	AB2021-015	Version:	1	Status:	Agenda Ready
File Created:	12/23/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: ADeacon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Service Master Cleaning to provide cleaning services at the COVID-19 Temporary Housing Facility in the amount of \$16,667 for a total amended contract amount of \$166,667

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo, Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Roth Construction, Inc. dba ServiceMaster Cleaning by Roth – COVID-19 Temporary Housing Facility Cleaning Services Contract Amendment #3

DATE: December 23, 2020

Attached is a contract amendment between Whatcom County and Roth Construction, Inc. dba ServiceMaster Cleaning by Roth for your review and signature.

▪ **Background and Purpose**

This contract provides funding for cleaning services provided at the Temporary Housing Facility located at 3701 Byron Avenue in Bellingham. The purpose of this amendment is to extend the contract through 01/31/2021 and increase the budget by \$16,667 for the extended contract period.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$166,667. Funds under this contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. These funds are included in the 2020-2021 budgets. Council approval not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202004011 – 3

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855040 Housing Program	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Roth Construction, Inc. dba ServiceMaster Cleaning by Roth	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	202004011
Does contract require Council Approval? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**	
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	21.016 / 21.019/93.323
Is this contract grant funded? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):	202006003 / 201801023	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	134150 / 660430 660440
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
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): \$ 150,000		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.	
This Amendment Amount: \$ 16,667			
Total Amended Amount: \$ 166,667			
Summary of Scope: This contract provides funding for cleaning services at Whatcom County's COVID-19 Temporary Housing Facility.			
Term of Contract:	10 Months	Expiration Date:	01/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/04/2020
	2. Health Budget Approval	KR/JG	Date: 12/23/2020
	3. Attorney signoff:	RB	Date: 12/10/2020
	4. AS Finance reviewed:	M Caldwell	Date: 12/22/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-015	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

202004011 – 3

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:

Roth Construction, Inc. dba ServiceMaster Cleaning by Roth
3900 Spur Ridge Lane
Bellingham, WA 98226

CONTRACT PERIODS:

Original: 04/07/2020 – 07/05/2020

Amendment #2: 11/01/2020 – 12/30/2020

Amendment #1: 04/07/2020 – 10/31/2020

Amendment #3: 12/31/2020 – 01/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 01/31/2021.
2. Revise Exhibit B – Compensation, to update the invoice deadline date; revised Exhibit B is attached.
3. Funding for the total contract period (04/07/2020 – 01/31/2021) is not to exceed \$166,667
4. All other terms and conditions remain unchanged.
5. The effective start date of the amendment is 12/31/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Rob Richards, COO		
_____	_____	_____
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____ Date
Satpal Singh Sidhu, County Executive

CONTRACTOR INFORMATION:

Roth Construction, Inc. dba ServiceMaster Cleaning by Roth
Rob Richards, COO
3900 Spur Ridge Lane
Bellingham, WA 98226
360-815-2472
rob@smcbr.com

EXHIBIT “B” – Amendment #3
(COMPENSATION)

I. **Budget and Source of Funding:** Funding for this contract may not exceed \$166,667. Funds under this contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. Commerce and the State of Washington are not liable for claims or damages arising from Subcontractor’s performance of this contract.

Compensation: Contractor will be paid on a per unit basis as follows:

Weekly Unit Cleaning		Scheduled After Hour Turn Over (5-day advanced notice)	
1 – 5 Units	\$375 each	1 – 5 Units	\$525 each
6 – 10 Units	\$325 each	6 – 10 Units	\$425 each
11 – 60 Units	\$300 each	11 – 60 Units	\$400 each
Turnover and Initial Unit Cleaning		Unscheduled After Hour Turn Over (less than 5-day advanced notice)	
1 – 5 Units	\$425 each	1 – 5 Units	\$625 each
6 – 10 Units	\$350 each	6 – 10 Units	\$510 each
11 – 60 Units	\$325 each	11 – 60 Units	\$475 each
Weekly Common Area Cleaning		After hours defined as: hours after 5pm until 8am Monday-Friday and all of Saturday & Sunday	
\$1300 flat rate			

Tax Rate is 8.7% and is not included in the above unit pricing.

II. Invoicing

- The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices to (include contract/PO #) HL-BusinessOffice@co.whatcom.wa.us Monthly invoices must be submitted by the 15th of the month following the month of service **except final invoices which must be received by February 15, 2021**. Invoices submitted for payment must include the items identified in the table above.
- Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
- Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.
- Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-016

File ID:	AB2021-016	Version:	1	Status:	Agenda Ready
File Created:	12/28/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: ADeacon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lighthouse Mission Ministries to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$25,771 for a total amended contract amount of \$373,214

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #4



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Lighthouse Mission Ministries – Emergency Temporary Shelter Contract Amendment #4
DATE: December 28, 2020

Attached is a contract amendment between Whatcom County and Lighthouse Mission Ministries for your review and signature.

▪ **Background and Purpose**

The Lighthouse Mission provides shelter for people experiencing homelessness in Whatcom County. This contract provides funding for staff needed to provide oversight and assistance at Whatcom County's Temporary Housing (Facility), which is necessary for social distancing and public-health related concerns due to the COVID-19 disease outbreak. The purpose of this amendment is to extend the contract through January 31, 2021.

▪ **Funding Amount and Source**

Funding for this contract may not exceed \$373,214. Funds under this contract are made available by a grant awarded by the US Department of Treasury and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Title V and VI of the CARES Act, passed through the Washington State Department of Commerce Local Government Coronavirus Relief Fund (CFDA 21.016) and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. Funding is also provided by the Department of Commerce COVID-19 Housing Grant. These funds are included in the 2020-2021 budgets. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.



	WHATCOM COUNTY CONTRACT INFORMATION SHEET	Whatcom County Contract No. <u>202003013 – 4</u>
--	--	---

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Anne Deacon
Contractor's / Agency Name:	Lighthouse Mission Ministries

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202003013	

Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**
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):	CFDA#:	21.016 / 21.019/93.323
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	202006003 / 201801023 / 202003011
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	134150 / 660430 / 122700/ 660440
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

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: **This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)**

<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):	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: <ol style="list-style-type: none"> 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.
\$ 347,443	
This Amendment Amount:	
\$ 25,771	
Total Amended Amount:	
\$ 373,214	

Summary of Scope: This contract funds staffing for Whatcom County's Temporary Housing Facility necessary to respond to the COVID-19 outbreak.

Term of Contract:	10 Months	Expiration Date:	01/31/2021
-------------------	-----------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	12/04/2020
	2. Health Budget Approval	KR/JG	Date:	12/22/2020
	3. Attorney signoff:	RB	Date:	12/10/2020
	4. AS Finance reviewed:	M Caldwell	Date:	12/08/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):	AB2021-016	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225**

**AND CONTRACTOR:
Lighthouse Mission Ministries
910 W Holly Street
Bellingham, WA 98225**

CONTRACT PERIODS:

Original:	03/20/2020 – 08/10/2020	Amendment #3:	11/01/2020 – 12/30/2020
Amendment #1:	04/01/2020 – 08/10/2020	Amendment #4:	12/31/2020 – 01/31/2021
Amendment #2:	06/08/2020 – 10/31/2020		

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 01/31/2021.
2. Amend Exhibits A – Scope of Work to update the dates of services provided under SOW (B) Temporary Housing Facility (04/01/2020 – 01/31/2021); revised Exhibit A is attached.
3. Amend Exhibit B – Compensation, to reflect a budget for the extended contract period and update invoicing requirements; revised Exhibit B is attached.
4. Funding for the total contract period (03/20/2020 – 01/31/2021) is not to exceed \$373,214.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 12/31/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

FOR THE CONTRACTOR:

Hans Erchinger-Davis, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

_____	_____
Satpal Singh Sidhu, County Executive	Date

CONTRACTOR INFORMATION:

Lighthouse Mission Ministries
Hans Erchinger-Davis, Executive Director
910 W Holly Street
Bellingham, WA 98225
(360) 733-5120
hans@thelighthousemission.org

Exhibit A – Amendment #4
(SCOPE OF WORK)

I. Background

The Lighthouse Mission Ministries (LMM) provides shelter for people experiencing homelessness in Whatcom County. In following Federal recommendations for social distancing related to the COVID-19 disease outbreak, expansion of the shelter is necessary to protect the health of Lighthouse Mission guests, employees, and volunteers. Providing adequate space to promote social distancing will aid the County in its public health efforts to decrease transmission of COVID-19 in the community. The LMM's Drop-in Center has been relocated temporarily to a larger facility ("Emergency Shelter") presently located at Bellingham High School and soon to be relocated to a commercial building in downtown Bellingham, in order to optimize the ability to provide social distancing among guests. Additional LMM personnel are required in order to ensure adequate staffing levels for operations in these new locations.

An additional emergency temporary facility (defined herein as the Whatcom County COVID-19 Temporary Housing Facility (formerly known as the Isolation and Quarantine Facility) "Facility") to house guests in need of isolation or quarantine who have no other option to accomplish such, has been established by the County's Unified Command to respond to the COVID-19 pandemic. Operations of the Facility is shared between SeaMar Community Health Centers via their GRACE (Ground-level Response and Coordinated Engagement) Program staff and Lighthouse Mission Ministries (LMM) staff. On-site staff are needed 24/7 when guests are residing to monitor and protect the Facility and the welfare of its guests, as well as to ensure that necessary daily operational issues are addressed ("Facility Services"). Accordingly, LMM will use its best efforts to provide this 24/7 staffing of the Facility by locating and recruiting appropriate personnel, as set forth below.

II. Statement of Work

A. Emergency Shelter and Drop-in Center (03/20/2020 – 10/31/2020):

The Lighthouse Mission (Contractor) will temporarily increase the number of additional personnel necessary to maintain efforts to ensure the safety and health of guests, employees, and volunteers during the COVID-19 disease outbreak. Additional personnel hired may be employees or contracted, determined by LMM at its sole discretion.

LMM staff will be on-site 24 hours per day at a level sufficient to provide adequate oversight and services and to maintain safety and security for people as well as the facility. Additional personnel needed include two staff to cover the hours from 7:00AM until 10:00PM, and one staff daily to cover the hours from 10:00PM until 7:00AM.

B. Whatcom County Temporary Housing Facility on Byron Street (Facility) (04/01/2020 – 01/31/2021):

Contractor (LMM) will oversee daily operations by providing staffing to the Facility. Contractor (LMM) will use its best efforts to provide temporary staffing necessary for the Facility services on-site 24/7 by locating and recruiting appropriate personnel. Facility staff provided by LMM will include a Supervisor who will be supported by the SeaMar Program Manager who will provide guidance and consultation as necessary for administration of the Facility.

The LMM Supervisor will assist in recruitment and hiring of staff, developing staffing schedules, and provide on-site guidance to staff. As needed the Supervisor will consult with SeaMar Program Manager on best practices for managing daily staff activities as well as any concerns or issues that may arise.

It is understood that compensation for the Facility staff hired by LMM may be at a higher rate than that paid to regular Emergency Shelter staff due to the potentially hazardous conditions present in working with Facility guests who may be COVID-19 positive. Personal protective equipment and other infection-control practices will be employed at all times, as necessary. The County will provide infection control guidelines for use by all staff at the Facility.

Staffing patterns and shifts will consist of no less than one LMM staff on-site during all hours of the day. It is expected that additional LMM personnel will be added as the Facility census increases. LMM will coordinate with SeaMar/GRACE on staffing levels and shifts to ensure consistent communication and coordination of activities, staff roles, supervision and other matters necessary to provide effective services and oversight of the Facility. As stated above, LMM shall assume no responsibility or liability for the Facility, which shall be the sole and exclusive responsibility of the County. County shall indemnify, hold harmless, LMM, its officers, directors, employees, and staff from and against any and all claims or damages alleged to arise out of any act, error or omission related to the Facility, which shall be the sole and exclusive responsibility of the County. County shall indemnify, defend and hold harmless LMM, its officers, directors, employees and staff from and against any and all claims or

damages alleged to arise out of any act, error or omission related to the Facility except for such acts, errors or omissions that are the result of the willful misconduct or gross negligence of LMM.

SeaMar/GRACE will have staff available seven days weekly for consultation and guidance. Security services will be on-site and will be provided by a separate, private firm. SeaMar/GRACE will be responsible for coordinating all personnel assigned to the Facility, with assistance from the LMM Supervisor, and will attend to any concerns that may arise from having multiple employers working together at the same site/program.

The County or the owner of the motel housing units will be responsible for general repairs and maintenance as well as providing for utility services.

Following are duties expected to be provided by on-site LMM personnel, but are not inclusive and may be altered as programming requires. These tasks are intended to ensure the functioning of the daily operations of the Facility. It is not expected that LMM staff will provide any hands-on assistance with guests, but instead support guests with the following activities.

1. Assist with delivery and pick-up of daily meals to Facility.
2. Assist with linen exchanges and laundry services to Facility.
3. Assist with directing regular waste disposal from each housing unit.
4. Prepare vacant rooms that have been cleaned and sanitized for the next guest by making beds and providing towels and toiletries.
5. Assist with communication connections between guests and their healthcare providers if a resident is unable to accomplish this independently.
6. Guide and direct guests on appropriate behaviors that promote sufficient social distancing, isolation, quarantine, hygiene, and sanitation.
7. Coordinate with SeaMar/GRACE staff on issuance of motivational incentives to guests in an effort to encourage compliance with all infection-control practices and personal medical directives.
8. Coordinate with on-site services that may include sanitation of housing units upon discharge of a resident, security practices and concerns, on-site healthcare provision, and access/egress of the property/facility.
9. Assist coordination with guests to access help for housing unit issues that may include Wi-Fi access, repairs and maintenance, or communications problems that may arise.
10. Assist with and initiate as needed scheduling of on-site staff at the Facility.

The County will provide a manual of Policies and Procedures covering operational issues for the Facility that will be on-site and available as reference. It is expected that all personnel will follow the policies and procedures outlined, and work directly with the County on any concerns that may arise as a result. It is the County's goal to support SeaMar/GRACE, LMM, and their employees in the performance of their duties to the greatest extent possible.

LMM will work with the County to adjust the budget as necessary in order to assure optimal staffing levels.

The County shall reimburse Contractor all out-of-pocket costs associated with Contractor's hiring of additional personnel in accordance with the terms set forth in Exhibit B.

EXHIBIT "B" – Amendment #4
COMPENSATION

I. **Source of Funding:** Funding for this contract may not exceed \$373,214. Funds under this Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act. This project was supported by a grant awarded by the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund (CFDA 21.016) and the COVID-19 Housing Grant thru the Washington State Department of Commerce and the Washington State Department of Health Emergency Preparedness & Response COVID-19 Local CARES (CFDA 21.019) and Epidemiology & Laboratory Capacity (CFDA 93.323) Grants. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

Item	Documentation Required with Invoice	Budget
Personnel at the Temporary Housing Facility	Expanded GL report for the period.	\$339,285
Indirect @ 10% - In no instance shall the indirect cost exceed this rate		\$33,929
TOTAL		\$373,214

II. **Invoicing:**

1. The Contractor shall submit itemized invoices by location on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month, following the month of service. The Contract number shall be included on all billings or correspondence.
 - a. **Final invoices for expenses incurred between March – October must be received by November 15, 2020.**
 - b. **Final invoices for expenses incurred between November and December 30, 2020 must be received by January 8, 2021.**
 - c. **Final invoices for expenses incurred between December 31, 2021 and January 31, 2021 must be received by February 15, 2021.**
2. The Contractor shall submit invoices to HL-BusinessOffice@co.whatcom.wa.us.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:
I certify that the materials have been furnished, the services rendered, or the labor has been performed, as described on this invoice.
5. **Duplication of Billed Costs or Payments for Service:** The Contractor shall not bill the County for services performed or provided under this contract and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-017

File ID:	AB2021-017	Version:	1	Status:	Agenda Ready
File Created:	12/28/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: ADeacon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Centers to provide oversight and assistance at the COVID-19 Temporary Housing Facility in the amount of \$23,865 for a total amended contract amount of \$262,516

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo to County Executive, Contract Amendment #1



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: SeaMar Community Health Centers – COVID-19 Temporary Housing Facility Contract Amendment #1
DATE: December 28, 2020

Attached is a contract amendment between Whatcom County and SeaMar for your review and signature.

▪ **Background and Purpose**

During the COVID-19 pandemic, it is necessary for Whatcom County to implement actions that will mitigate the spread of the disease and provide basic services in support of public health for the community at large. In order to respond to people in need of isolation and quarantine who have no other option to accomplish this, a temporary housing facility has been opened. This contract provides funding for SeaMar to support the daily operations at the facility. SeaMar has the necessary experience to accomplish this effort based on their current work as the provider of the Whatcom Ground-level Response and Coordinated Engagement (GRACE) Program. The purpose of this amendment is to extend the contract through 01/31/2021.

▪ **Funding Amount and Source**

Funding for this contract period (12/31/20 – 01/31/2021) may not exceed \$23,865 and funding for the entire contract period (03/01/2020 – 01/31/2021) may not exceed \$262,516. Funding is provided by the Washington State Department of Health Epidemiology & Laboratory Capacity (CFDA 93.323) Grant and the Department of Commerce COVID-19 Emergency Housing Grant. These funds are included in the 2020-2021 budgets. Council approval is not required per Whatcom County Code 3.08.100(A)(6) for contracts executed within the declaration of a county emergency.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

	WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. <u>202011032 – 1</u>
--	--	--	---

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Anne Deacon
Contractor's / Agency Name:	SeaMar Community Health Centers

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	202011032	

Does contract require Council Approval?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If No, include WCC:	3.08.100(A)(6) **Under Declaration of Emergency**
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):	CFDA#:	93.323
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201801023 / 202003011
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	122700/ 660440

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: **This contract provides services to the County required as a result of an emergency. (COVID-19 pandemic)**

<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):	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: <ol style="list-style-type: none"> 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.
\$ 238,650.50	
This Amendment Amount:	
\$ 23,865	
Total Amended Amount:	
\$ 262,516	

Summary of Scope: This contract provides funding for operations at a temporary housing facility for people in need of isolation and quarantine due to COVID-19.

Term of Contract:	11 Months	Expiration Date:	01/31/2021
-------------------	-----------	------------------	------------

Contract Routing:	1. Prepared by:	JT	Date:	12/04/2020
	2. Health Budget Approval	KR/JG	Date:	12/22/2020
	3. Attorney signoff:	RB	Date:	12/10/2020
	4. AS Finance reviewed:	M Caldwell	Date:	12/09/2020
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):	AB2021-017	Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

PARTIES:

**Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225**

AND CONTRACTOR:

**SeaMar Community Health Centers
1040 S Henderson Street
Seattle, WA 98108**

CONTRACT PERIODS:

Original: 03/01/2020 – 12/30/2020

Amendment #1: 12/31/2020 – 01/31/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Extend the term of the contract through 01/31/2021.
2. Amend Exhibit B – Compensation, to reflect a budget for the 12/31/2020 – 01/31/2021 contract period and update invoicing requirements; revised Exhibit B is attached.
3. Add Exhibit F – Special Terms and Conditions of Washington State Department of Health Epidemiology & Laboratory Capacity Grant (CFDA 93.323)
4. Funding for the extended contract period (12/31/20 – 01/31/2021) is not to exceed \$23,865.
5. Funding for the total contract period (03/01/2020 – 01/31/2021) is not to exceed \$262,516.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 12/31/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Contractor Signature	Print Name and Title	Date
----------------------	----------------------	------

STATE OF WASHINGTON)
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ 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: _____

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive	Date
--------------------------------------	------

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County 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: _____

**EXHIBIT "B" – Amendment #1
(COMPENSATION)**

Budget and Source of Funding: Funding for this contract may not exceed \$23,865. Funding is provided by the Washington State Department of Ecology Epidemiology & Laboratory Capacity (CFDA 93.323) Grant and the Washington State Department of Commerce COVID-19 Outbreak Emergency Housing Grant. COMMERCE and the State of Washington are not liable for claims or damages arising from Subcontractor's performance of this contract. The budget for this contract is as follows:

BUDGET (12/31/2020 – 01/31/2021)		
Item – Costs between line items cannot exceed 10% without prior written approval from the County.	Documentation Required	Budget
Salaries for personnel providing Facility Operational Support, Consultation, and Technical Assistance	Expanded GL report for the period	\$20,195
Support Assistance Program and Flex Funds	GL Detail or Credit Card statement and Receipts showing documentation to support dispersals	\$1,500
Subtotal		\$21,695
Indirect @ 10% - This rate may not be exceeded		\$2,170
TOTAL BUDGET:		\$23,865

II. Invoicing

1. The Contractor shall submit itemized invoices according to the date provided in #2 below in a format approved by the County to HL-BusinessOffice@co.whatcom.wa.us.
2. Invoices submitted for payment must include the items identified in the table above. **Final invoices for payment for the 12/31/20 – 01/31/2021 contract period must be submitted no later than February 22, 2021.**
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

“Exhibit F”

(Special Terms and Conditions for Epidemiology & Laboratory Capacity Grant – CFDA #93.323)

The funds allocated for services performed under this contract are Washington State Department of Health funds. The terms included in this agreement and any additional agreements herein are a result of the grant funding requirements.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.
- B. “DOH” shall mean the Department of Health.
- C. “Contract” or “Agreement” means the entire written agreement between DOH and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. “Contractor” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. “State” shall mean the state of Washington.
- G. “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year.

6. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

7. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subparts B through F.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

8. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

9. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

10. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-020

File ID:	AB2021-020	Version:	1	Status:	Agenda Ready
File Created:	12/30/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: CHollins@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Northwest Workforce Council to provide reimbursement of wages and benefits for eligible temporary employees working in various COVID-related positions, in the estimated amount of \$14,000 for a total estimated contract amount of \$126,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo, Contract Amendment #1



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Northwest Workforce Council – Disaster Relief Employment Contract Amendment #1

DATE: December 30, 2020

Attached is a contract amendment between Whatcom County and Northwest Workforce Council for your review and signature.

▪ **Background and Purpose**

Northwest Workforce Council (NWC) provides disaster relief and humanitarian assistance employment to minimize the employment and economic impact of the COVID-19 pandemic. NWC certifies eligibility for services under the Workforce Innovation and Opportunity Act COVID-19 Disaster Recovery Subsidized Employment Program and the Health Department temporarily employs eligible participants for various COVID-related positions including Nurses, Case/Contact Investigators, and testing site support staff. The purpose of this amendment is to increase the rate per participant and the total not-to-exceed amount.

▪ **Funding Amount and Source**

NWC will reimburse Whatcom County for the total cost of wages and fringe benefits for approximately seven participants at a rate of \$18,000 per participant, for a total contract amount not to exceed \$126,000. These funds are included in the 2020-2021 budgets. Council approval is required as additional funding exceeds 10% of the approved budget.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
202010119 – 1

Originating Department:		85 Health	
Division/Program: <i>(i.e. Dept. Division and Program)</i>		8560 Communicable Disease / 856010 Communicable Disease Admin	
Contract or Grant Administrator:		Cindy Hollinsworth	
Contractor's / Agency Name:		Northwest Workforce Council	
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? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	202010119
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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 <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):	CFDA#:	
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	627500
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	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): Varies depending on number of participants. Not to exceed \$126,000.	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: This contract provides reimbursement for employment of eligible disaster relief and humanitarian assistance program participants certified by the Northwest Workforce Council.			
Term of Contract:	8 Months	Expiration Date:	06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 12/22/2020
	2. Health Budget Approval	KR/JG	Date: 12/22/20 / 12/23/20
	3. Attorney signoff:	RB	Date: 12/29/2020
	4. AS Finance reviewed:	bbennett	Date: 12/30/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

Whatcom County Contract Number:

202010119 – 1

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

Whatcom County
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

AND CONTRACTOR:
Northwest Workforce Council
PO Box 2009
Bellingham, WA 98227

CONTRACT PERIODS:

Original: 10/28/2020 – 06/30/2021

Amendment #1: 10/28/2020 – 06/30/2021

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF AMENDMENT:

1. Revise Terms and Conditions – Reimbursement/Pay Schedule, as follows:
 - a. The NWC agrees to reimburse the Employer the total cost of each Participant's wage and fringe benefit during the contract performance period for seven participants in the amount of \$126,000.
 - b. The parties have agreed that the total compensation payable to the Employer, for satisfactorily accomplishing the work set forth in the related Whatcom County job descriptions, will not exceed \$18,000.
2. Funding for the total contract period (10/28/2020 – 06/30/2021) is not to exceed \$126,000.
3. All other terms and conditions remain unchanged.
4. The effective start date of the amendment is 10/28/2020.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

APPROVAL AS TO PROGRAM: _____
Cindy Hollinsworth, Communicable Disease & Epidemiology Manager Date

DEPARTMENT HEAD APPROVAL: _____
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: _____
Royce Buckingham, Prosecuting Attorney Date

FOR THE CONTRACTOR:

Alex Kosmides, Deputy Director		
_____ Contractor Signature	_____ Print Name and Title	_____ Date

FOR WHATCOM COUNTY:

Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Northwest Workforce Council
Alex Kosmides, Deputy Director
360-676-3207
Akosmides@workforcenorthwest.org



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-021**

File ID:	AB2021-021	Version:	1	Status:	Agenda Ready
File Created:	12/30/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: THelms@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Domestic Violence & Sexual Assault Services to support the Bellingham Whatcom County Commission Against Domestic Violence, in the amount of \$120,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Contract memo, Contract, Contract Information Sheet



MEMO:

TO: Whatcom County Council

DATE: December 30, 2020

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 2021-2022 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.

**CONTRACT FOR SERVICES
DOMESTIC VIOLENCE & SEXUAL ASSAULT SERVICES
for the Bellingham-Whatcom County Commission on Sexual & 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 13,
- Exhibit B (Compensation), p. 14,
- Exhibit C (Certificate of Insurance), p. 15,
- Exhibit D (Budget), p. 16.

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, 2021, 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, 2022.

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 (2021) and \$60,000 for year two (2022) 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 ____.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

CONTRACTOR:
Domestic Violence & Sexual Assault Services

Nicole Berman, Executive Director, DVSAS

CONTRACTOR INFORMATION:
Domestic Violence & Sexual Assault Services
Nicole Berman, Executive Director
1407 Commercial St.
Bellingham, WA 98225
Contact Phone: 360-671-5714 Ext. 1202
Contact FAX: 360-647-6015
Contact Email: executivedirector@dvsas.org

AND:

Domestic Violence Commission

Elizabeth Montoya, Director, DV Commission

Approved as to form:

Christopher Quinn per email 12/30/2020
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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:

Contract for Services
Domestic Violence & Sexual Assault Services

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:

Contract for Services
Domestic Violence & Sexual Assault Services

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 on Sexual and Domestic Violence was established under Whatcom County Code (2.108). The purpose of the Commission is to inspire and coordinate our community's efforts to address sexual and domestic violence. The Commission on Sexual and Domestic Violence is made up of thirty-one 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 sexual and domestic violence. Whatcom County will reimburse Domestic Violence & Sexual Assault Services (DVSAS) for administrative services provided in support of the Bellingham Whatcom County Commission on Sexual and 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
- Seek to ensure staff receive training need to act as subject matter experts in domestic and sexual violence – including maintaining knowledge of national trends and promising practices – to be able to provide technical assistance to local agencies and professionals
- Seek to ensure members receive training needed to bring knowledge and expertise on sexual and domestic violence – including national trends and promising practices – into their agencies and networks

II Education and data

- Provide annual presentations for elected officials in all jurisdictions in Whatcom County on local incidence rates, impact on local resources to increase safety, justice, and access
- Seek opportunities to promote and leverage the Toolkit to Respond to Domestic & Sexual Violence in Whatcom County with community partners in housing, healthcare, K-12 education, and faith communities
- Seek opportunities to promote and leverage the revised DV/SA 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; Washington Coalition of Sexual Assault Programs (WCSAP); 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, including data on high risk domestic violence and survivor input
- Develop and publicize data on domestic and sexual violence and vulnerable populations, along with practices to reduce impacts and increase access locally; data to include: impact of COVID-19 on DV/SA reporting and access to services; gender biases in responses to DV/SA, especially related to alcohol/substance use, including impacts on identification of predominant aggressors, and victim defendants
- Develop and publicize follow-up reports on previously published data reports, including progress in efforts to implement identified recommendations. Follow-up reporting to include victim defendants and local missing and murdered Indigenous women and girls

III. Children & Youth

- Support increased school partnerships with culturally-specific supports and activities, including Lummi Victims of Crime and Queer Youth Project
- Promote and support the adoption and implementation of K-12 prevention and response policies in at least two Whatcom County school districts
- Promote and leverage the Safe Futures Resource Guide to support implementation of prevention and intervention efforts in Whatcom County school districts
- Facilitate and support attendance of school and community staff at relevant local and national trainings
- Engage school and youth program staff in participating in ongoing learning opportunities on restorative justice to address DV/SA, with at least 5 professionals in these roles attending

IV. Legal & justice systems

- Leverage and support implementation of recommendations from the Whatcom County National Sexual Assault Demonstration Audit within partner agencies and systems
- Develop and promote a sexual assault case processing guide or “road map” to act as a resource for sexual assault survivors and professionals responding to sexual assault, as recommended by the Sexual Assault Audit
- Develop processes for streamlining 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
- Increase understanding of barriers to safety and justice that occur when legal systems need interpretation/translation to engage with local survivors, and identify local options for increasing access
- Engage restorative justice learning community by facilitating ongoing learning related to RJ and providing expertise on centering the needs of survivors of domestic and sexual violence. Learning and practice opportunities to include accountability pod training and circle process training, with at least 10 local legal professionals participating

- Explore pilot programs to use a restorative justice framework as a way to address DV/SA
- Create and provide opportunities for policy, training, and tools to increase capacity of legal professionals to effectively engage and meet the safety and justice needs of Native survivors, including strengthening partnerships with Lummi Victims of Crime and the Nooksack DV 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 (2021) and \$60,000.00 for year 2 (2022).

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 5% of DV Commission Salaries)	\$2,312
Occupancy	\$1,177
Telephone/internet	\$500
Office Supplies	\$563
Postage	\$75
Liability Insurance	<u>\$430</u>
DVSAS Subtotal	\$5,057.

Domestic Violence Commission

Actual personnel costs for dedicated Domestic Violence Commission staff (payroll records required)	\$50,914
Supplies (copies, printing/publications, website, office supplies, equipment, membership/dues)	\$ 1,029
Travel/Training incurred by Domestic Violence Commission	\$ 1,750
Meeting expenses incurred by Domestic Violence Commission when appropriate for facilitation	\$ 250
Promotion	\$ 250
Professional Services acquired by Domestic Violence Commission	<u>\$ 750</u>
DVC Subtotal	\$54,943

Total budget allowed for each year of 2021-2022 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

Contract for Services
Domestic Violence & Sexual Assault Services

15

Budget

DRAFT DV Commision Budget 2021

REVENUE		
	City of Bellingham	\$ 60,000
	Whatcom County	\$ 60,000
	City of Ferndale	\$ 5,000
	ICJR	\$ 4,000
TOTAL REVENUE		\$ 129,000
EXPENSES		
Personnel		
	Salaries	\$ 92,500
	Benefits	\$ 5,378
	Payroll Taxes	\$ 9,250
	Retirement	\$ 3,700
TOTAL PERSONNEL		\$ 110,828
Travel and Training		
	Professional Development	\$ 3,000
	Travel/Mileage	\$ 500
TOTAL TRAVEL & TRAINING		\$ 3,500
Equipment and Facility		
	Non-Capitalized Equipment	\$ 500
	Equipment Rental/Maintenance	\$ 158
	Occupancy Costs	\$ 2,353
	Telephone/Internet	\$ 1,000
TOTAL EQUIPMENT & FACILITY		\$ 4,011
Supplies		
	Office Supplies	\$ 1,126
	Postage	\$ 150
	Conferences/Trainings	\$ 500
TOTAL SUPPLIES		\$ 1,776
Other		
	Insurance	\$ 860
	Membership/Dues	\$ 400
	Printing/Publications	\$ 1,000
	Professional Fees - DV/SAS Admin Support	\$ 4,625
	Professional Fees - General	\$ 1,500
	Promotion	\$ 500
TOTAL OTHER		\$ 8,885
TOTAL EXPENSES		\$ 129,000



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-022**

File ID:	AB2021-022	Version:	1	Status:	Agenda Ready
File Created:	12/31/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: Thelms@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Bellingham Food Bank for the procurement, warehousing and distribution of food and other essentials to low and very low income families in the amount of \$276,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Contract



MEMORANDUM

TO: Satpal Singh Sidhu, County Executive
FROM: Tawni Helms, Administrative Coordinator
RE: Bellingham Food Bank
DATE: December 30, 2020

Enclosed are two (2) originals of a Contract for Services between Whatcom County and Bellingham Food Bank for your review and signature.

▪ **Background and Purpose**

Hunger remains a real concern for too many families in Whatcom County. The Bellingham Food Bank will continue to use the funds to procure, warehouse and distribute food and other essentials to low and very low income families. Whatcom County has also agreed to contribute \$80,000 each year to the Bellingham Food Bank's "Bulk Buy Food Purchase" Program. This program is the most efficient way for large scale anti-hunger purchases. These purchases will be focused on healthy and nutrient rich food items as defined by the Washington State Department of Agriculture.

▪ **Funding Amount and Source**

Maximum consideration of the contract is \$276,000 for two years. \$138,000 is dedicated for year one (2021) and \$138,000 for year two (2022). The funding source is the General Fund.

▪ **Differences from Previous Contract**

No substantive changes.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Executive Office	
Contract or Grant Administrator:	Tawni Helms	
Contractor's / Agency Name:	Bellingham Food Bank	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		_____
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 type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>141</u>	
Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	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 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>276,000</u>	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:	
This Amendment Amount: \$ _____	1. Exercising an option contained in a contract previously approved by the council.	
Total Amended Amount: \$ _____	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: To pay for the operations of the Bellingham Food Bank for procuring/purchasing, warehousing and distributing food and other essentials to low and very low income families.		
Term of Contract: January 1, 2021	Expiration Date: December 31, 2022	

Contract Routing:	1. Prepared by: <u>T. Helms</u>	Date: <u>12/29/2020</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>01/04/2021</u>
	3. AS Finance reviewed: <u>Bbennett</u>	Date: <u>01/04/2021</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**CONTRACT FOR SERVICES
Bellingham Food Bank**

____ Bellingham Food Bank, 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 9,
- Exhibit A (Scope of Work), p. 10,
- Exhibit B (Compensation), p. 11,
- Exhibit C (Certificate of Insurance), p. 12,
- Exhibit D (E-Verify Declaration), p. 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, 2021, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2022.

The general purpose or objective of this Agreement is to: pay for the operations of the Bellingham Food Bank for procuring/purchasing, warehousing and distributing food and other essentials to low and very low income families, 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 or for any renewal term shall not exceed \$ 276,000. 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 ____.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

CONTRACTOR:

Bellingham Food Bank

Mike Cohen, President

Bellingham Food Bank

Mike Cohen, Executive Director

Address:
1824 Ellis Street
Bellingham, WA 98225

Mailing Address:
same

Contact Name: Mike Cohen, Executive Director
Contact Phone: 360-676-0392
Contact FAX: 360-676-0410
Contact Email: mike@bellinghamfoodbank.org

WHATCOM COUNTY:

Approved as to form:

Christopher Quinn per email 01/04/2021
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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: Not Applicable

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: Not Applicable

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.

31.2 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: Not Applicable

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, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

\$1,000,000.00	Minimum, per occurrence
\$2,000,000.00	Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

a. All insurance policies shall provide coverage on an occurrence basis.

- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.
- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such

limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.

- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

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. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent Negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

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 Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

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: Not Applicable

36.2 Conflict of Interest: Not Applicable

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: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: Not Applicable

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: Not Applicable
- 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: Not Applicable
- 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)

BELLINGHAM FOOD BANK PROGRAM AND GLEANING PROJECT

Whatcom County will provide funding in support of the Bellingham Food Bank and Gleaning Project and the Food Bank's Bulk Buy Food Purchase Network as described below.

BELLINGHAM FOOD BANK PROGRAM - \$100,000 (\$50,000 per Year)

Bellingham Food Bank shall use the funds to procure, warehouse and distribute food and other essentials to low and very low-income Whatcom County residents through an existing network of neighborhood food banks.

Outcome: To support prevention measures that help to avoid or prevent hunger, and provide food to low and very low income people. To increase residents' food security and decrease hunger through the provision of free groceries to low income families that visit local food banks.

Indicators: The number of pounds of food delivered to neighborhood food banks from Bellingham Food Bank.

Eligibility: Food will be made available to low and very low income people.

Program Requirements: The Agency agrees to collect, warehouse and distribute food with funds provided under this contract to neighborhood food banks throughout Whatcom County. The funds provided under this contract shall be used to pay for costs associated with the provision of this food. The Agency shall complete all required paperwork related to project activities and outcomes as described below.

Bellingham Food Bank shall submit a Services-Activities Report with each billing invoice that includes actual pounds of food distributed to the local neighborhood food banks and receipts from each of the neighborhood food banks that received the food as detailed on Exhibit B.

GLEANING PROJECT - \$16,000 (\$8,000 per Year)

The Gleaning Project facilitated under the Bellingham Food Bank is a non-profit organization that bridges the gap between local surplus produce that would otherwise be wasted and those who are hungry in Whatcom County.

The Bellingham Food Bank's Gleaning Project shall use funds to help cover the cost to coordinate the volunteer effort required to gather excess food from farms and gardens for distribution to the local eligible neighborhood food banks in Whatcom County as listed below.

Bellingham Food Bank's Gleaning Project will submit invoices and receipts to Whatcom County. Receipts will include the hours worked to coordinate the food gleaning from local farms and orchards as detailed on Exhibit B.

BULK BUY FOOD PURCHASE NETWORK - \$160,000 (\$80,000 per year)

Bulk Buy Food Purchase funds go to purchase fresh and shelf-stable nutrient dense foods such as fruits, vegetables, eggs, milk and chicken. By investing in Bellingham Food Bank's Bulk Buy Food Purchase Network, Whatcom County expects to reduce hunger and improve nutrition ty through the provision of healthy, nutrient rich foods to low and very low income people. The contractor will:

- Establish a Food Buying Committee comprised of at least three participating food banks to meet regularly and determine purchasing options based on need and cost efficiency.
- Make all purchases on behalf of the network, receive and distribute the purchased food.
- Provide program oversight to ensure the local food banks included in the Bulk Buy Food Purchase Network distribute food to low income people and adhere to the Emergency Food Assistance Program (EFAP) guidelines.
- Submit monthly invoices that include copies of receipts for all healthy food purchased by the Bulk Buy Food Network.

Bulk Buy Food Purchase Network (Other food banks that meet the requirements listed above may be added upon the discretion of the Food Buying Committee)

Bellingham Food Bank	Blaine Food Bank
Ferndale Food Bank	Nooksack Valley Food Bank
Foothills Food Bank (Deming/Kendall)	Salvation Army Food Bank
Project Hope (Lynden)	Lummi Tribal Food Bank
Nooksack Tribal Food Bank	

EXHIBIT "B"
(COMPENSATION)

The Contract Number, set forth above, shall be included on all billings.

Bellingham Food Bank Project

Maximum consideration for this portion of the contract shall be \$100,000 (\$50,000 for year one (2021) and \$50,000 for year two (2022).

Invoices shall be sent to the Whatcom County Executive's Office. Bellingham Food Bank will provide Whatcom County with an invoice (including supporting documentation of food distributed) as described in Exhibit A. Bellingham Food Bank will also provide a report at the end of the calendar year that details the total pounds delivered to the Food Banks.

Method of Payment

- Reimbursement shall be made monthly.
- The County will pay based on .40 per pound of food distributed to the neighborhood food banks.
- Monthly payments may vary based on the actual number of pounds distributed for that month.
- Payment to the Agency may be withheld for any month in which the Agency has not submitted the contractually required reports on the data indicated.
- The Contractor shall not bill the county for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

Gleaning Project

Maximum consideration for this portion of the contract shall be \$16,000 (\$8,000 for year one (2021) and \$8,000 for year two (2022).

As consideration for the services provided pursuant to Exhibit A - Scope of work, the county agrees to compensate the contractor \$15.00 per hour plus payroll taxes for the services of the Bellingham Food Bank Gleaning Project Coordinator. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage at IRS rate, other expenditures such as printing and postage shall be reimbursed at actual cost. Contractor will invoice monthly. Invoices will include employee hours worked by day with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense

The Billing Invoice Package is due within ten working days after the end of each month. Invoices shall be sent to the Whatcom County Executive's Office.

The Contractor shall not bill the county for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract.

Bulk Buy Food Purchase Network

Maximum consideration for this portion of the contract shall be \$160,000 (\$80,000 for year one (2019) and \$80,000 for year two (2020).

Invoices shall be sent to the Whatcom County Executive's Office. Bellingham Food Bank will provide Whatcom County with an invoice (including supporting documentation of food purchased) as described in Exhibit A. Bellingham Food Bank will also provide monthly reports that detail the pounds of Bulk food Purchased and delivered to the Food Banks and the numbers served at the Food Banks.

Method of Payment

- Invoices shall be sent to the Whatcom County Executive's Office.
- Reimbursement shall be made monthly.
- Invoices will include actual receipts for Bulk Buy Food Purchases.
- The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

The Contractor shall not bill the county for services performed or provided under this contract, and the County shall not pay the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract.

Exhibit "C"
Certificate of Insurance

Exhibit "D"
E-Verify Declaration



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-023

File ID:	AB2021-023	Version:	1	Status:	Agenda Ready
File Created:	12/31/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: THelms@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and the Northwest Regional Council in support of the Meals on Wheels program for two years in the amount of \$120,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: NWRC cover letter, Contract Information Sheet, Contract

November 6, 2020

Dan Murphy, Executive Director
Northwest Regional Council
600 Lakeway Drive
Bellingham, WA 98225

Dear Mr. Murphy:

Enclosed please find two original copies of a contract for services agreement between Whatcom County and Northwest Regional Council for the support of the Meals on Wheels program. Please review, sign, notarize and return both copies to our office. Please be sure to submit the required certificate of insurance.

The contract is scheduled for council action on December 8th. Once approved and signed by Executive Sidhu an original signed agreement will be returned to you for your records.

Please don't hesitate to contact our office should you have any additional questions regarding this contract.

Sincerely,

Tawni Helms
Administrative Coordinator

Whatcom County Contract No.

**CONTRACT FOR SERVICES
NORTHWEST REGIONAL COUNCIL - MEALS ON WHEELS**

Northwest Regional Council, 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), p. 11,
- Exhibit B (Compensation), p. 12.
- Exhibit C (Certificate of Insurance). p. 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, 2021, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2022.

The general purpose or objective of this Agreement is to support Meals on Wheels Services as administered by Northwest Regional Council, 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 or for any renewal term shall not exceed \$120,000 (\$60,000 for year one (2021) and \$60,000 for year two (2022). **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_____.

Each signatory below to this agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the agreement and to bind the party thereto.

CONTRACTOR:
Northwest Regional Council

Dan Murphy, Executive Director

CONTRACTOR INFORMATION:

NORTHWEST REGIONAL COUNCIL

Dan Murphy, Executive Director

600 Lakeway Drive
Bellingham, WA 98225

Contact Phone: 360.676.6749
Contact Fax: 360.738.2451
Email: Dan.Murphy@DSHS.WA.GOV
Kristing.Glasgow@DSHS.WA.GOV

WHATCOM COUNTY:

Approved as to form:

Christopher Quinn per email 12/31/2020
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

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 at a time, 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

Contract for Services

Northwest Regional Council – Meals on Wheels

Page 3

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.

30.3 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:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

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, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability	
Property Damage	\$500,000.00, per occurrence
General Liability & bodily injury	\$1,000,000.00, per occurrence
Annual Aggregate	\$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability
\$1,000,000.00 Minimum, per occurrence

\$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

- a. All insurance policies shall provide coverage on an occurrence basis.
- b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.
- c. Primary and Non-contributory Insurance. Contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non-contributory to Contractor's insurance.
- d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.
- e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.
- f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.
- g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.
- h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.
- i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

- j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.
- l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.
- m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.
- n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

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. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent Negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

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 Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are

Contract for Services

Northwest Regional Council – Meals on Wheels

Page 7

reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

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

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/>.

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.

Contract for Services

Northwest Regional Council – Meals on Wheels

Page 9

- 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)

Funds will be used by Northwest Regional Council for support services for the Meals on Wheels meal program:

Meals on Wheels Program

It is expected that this \$120,000 funding support will be used to support the health and independence of more than 1800 of Whatcom County's most vulnerable seniors by delivering nutritionally balanced meals to their homes and providing nutrition education and social services referrals annually for 2021 and 2022 respectively for eligible Whatcom County residents. The cost of these meals is budgeted at approximately \$6.59 per meal. Meals on Wheels provides one nutritious meal per day, tailored to meet Daily Recommended Intakes of the average senior (age 51-70 +). Each client is assessed for eligibility, vulnerability, food security and nutritional risk by our registered dietitian. If needed the participant may be referred to appropriate services to assure the senior can remain independent. In addition, the senior has contact with either a volunteer delivery driver or a staff member at least weekly. Some of participants are recovering from an illness or returning home after a stay in a nursing facility or hospital and need meals for a short time while recovering. The Meals on Wheels program allows the majority of our participants to remain in their homes an average of 5 years before needing to move to a skilled nursing facility.

The Nutrition Program is extremely cost effective, 83% of our staff are unpaid volunteers. We have 70 dedicated volunteers helping prepare, serve and deliver meals.

With a 14% increase in meals delivered through the last contract term, the \$120,000 from Whatcom County will help us reach goals to increase food security, keep individuals independent, increase nutritive intake of home bound individuals and improve the quality of lives of seniors in Whatcom County.

Goal: Increase Food Security:

The delivery of the meal to a person's home decreases the incidents of missed or skipped meals. Meals on Wheels provides nutrient dense meals for participants who otherwise are unable to purchase nutritionally acceptable foods due to lack of adequate income. 50% of our participants will have increased Food Security.

Goal: Remain independent:

Receiving Meals on Wheels eliminates nearly all the steps between shopping and eating. Preparing meals can pose a physical and cognitive challenge for seniors. Receiving a prepared meal removes a huge burden for some individuals. Since our program is closely tied to the aging network, we refer individuals to other community services as needs are identified during assessments by our registered dietitian. 100% of our participants will be able to remain independent and in their own homes while participating in the program.

Goal: Increase Nutrient Intake:

Individuals receiving Meals on Wheels eat more fruits, vegetables, whole grains, calcium enriched foods and high protein foods. Participants meet or exceed the Daily Recommended Intakes (DRI's) for most nutrients. Participants' nutritional risk scores decrease the first year on the program. Nutritional risk scores are directly related to eating more fruits, vegetables, calcium enriched foods and high protein foods. 80% of our participants' diets will contain more servings of fruits, vegetables, calcium enriched foods and higher protein foods than when they entered the program.

EXHIBIT "B"
(COMPENSATION)

The maximum consideration for this contract is \$120,000 (\$60,000 for year one (2021) and \$60,000 for year two (2022). ***The Contract Number shall be included on all billings or correspondence.***

NWRC will submit invoices to the Whatcom County Executive's office (no more frequently than one time per month). Invoices will detail services provided by NWRC for the Meals on Wheels Program for seniors in Whatcom County, as outlined in Exhibit A.

With each invoice submitted to Whatcom County, NWRC will include receipts or copies of invoices paid by NWRC showing services provided and, where applicable, the number of individuals served.

Exhibit "C"
Certificate of Insurance



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-024**

File ID:	AB2021-024	Version:	1	Status:	Agenda Ready
File Created:	12/31/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: RXCZAR@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Brent Eyre, ASA for the purposes of legal counsel and consultation for property assessment appeals in the amount of \$20,000 not to exceed a total of \$55,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Memo, Contract Amendment, Contract Information Sheet



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Rebecca Xczar, County Assessor
RE: Brent Eyre, ASA, Contract Amendment
DATE: 12/30/2020

Enclosed is a contract amendment between Brent Eyre, ASA, and Whatcom County. Prior contract: 201902018.

▪ **Background and Purpose**

Petrogas West LLC and Petrogas Pacific LLC, which own portions of the Petrogas facility at Cherry Point, have appealed their property values for 2016, 2017, 2018, 2019, 2020. They have paid property tax on a small portion of their original assessed value. The values for years 2016, 2017, and 2018 are included in a Board of Tax Appeal case together. A trial was scheduled for July 2020. Due to COVID-19, the trial date has been extended to April 2021. Mr. Eyre is an expert witness for the case.

▪ **Funding Amount and Source**

The approved 2021 budget includes an ASR for \$40,000, for Professional Services. This contract amount is already included in the Assessor budget.

▪ **Differences from Previous Contract**

The current contract amendment will expire 12/31/2020. This amendment is continuing the services into 2021, due to COVID-19 caused trial extension.

Please contact Rebecca Xczar at extension 5055, if you have any questions or concerns regarding the terms of this agreement,

Encl.

**CONTRACT AMENDMENT #2
BRENT EYRE, ASA**

This AMENDMENT is to the Contract made between Whatcom County and Brent Eyre, October 12, 2018 and designated "Whatcom County Contract No. 20192018". In consideration of the mutual benefits to be derived, the parties agree to the following:

This amendment renews the original contract for an additional one-year term, through December 2021.

In addition, maximum consideration for this contract amendment is increased by no more than \$20,000.00 for an amended total of \$55,000.00, as outlined in the attached exhibit "B" Compensation, hereby referenced and made a part of the Amendment. This amendment does not change exhibit "A" Scope of Work.

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 December 31, 2020 regardless of date signed.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

CONTRACTOR:

Brent Eyre

Address:

5198 S. Persille Dr.
Taylorsville, UT 84129

Mailing Address:

same

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

Brent Eyre

WHATCOM COUNTY:
Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Brent Eyre, ASA

Address:
5198 S. Persille Dr.
Taylorsville, UT 84129

Mailing Address:
same

Contact Name:
Brent Eyre

Contact Phone:
(801) 966-5453

Exhibit "A"
SCOPE OF WORK

Scope of work remains unchanged from the original contract.

Assist and advise Whatcom County with its review of appraisal services in the valuation of Petrogas West, LLC and Petrogas Pacific, LLC, LPG Storage and Pier Facilities at Cherry Point, Washington. This review will provide consideration of County's next course of action regarding the recent appraisal appeal by property owner.

TASKS AND DELIVERABLES:

- a. Meet with assessor, taxpayer, county attorney, and others.
- b. Review and research appraisal reports, back up files, property tax returns, and spreadsheets.
- c. In preparation for the hearing, write formal review appraisals that comply with USPAP for both reports for submission to the BTA. Provide PDF copies.
- d. Write discovery and deposition questions and accompany the county attorney in deposing the appraisers and other parties involved.
- e. Read the critique of the assessor's appraisal by the appellant, and prepare answers for the critique.
- f. Attend the BTA hearing(s) and make notes on all the testimony to help the attorney in direct and cross examination questions.
- g. Testify in the hearing regarding review appraisals.

Exhibit "B"
COMPENSATION

In consideration for the services performed under the terms of this Contract Amendment, the Contractor shall be paid a total not to exceed twenty thousand dollars and zero cents (\$20,000.00) to the end of the contract date of December 31, 2021.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	
Contractor's / Agency Name:	
<p>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 #: _____</p> <p>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)</p> <p>Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. 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 type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ _____</p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>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:</p> <ol style="list-style-type: none"> 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:	
Term of Contract:	Expiration Date:

- | | | |
|-------------------|---|-------------|
| Contract Routing: | 1. Prepared by: _____ | Date: _____ |
| | 2. Attorney signoff: _____ | Date: _____ |
| | 3. AS Finance reviewed: _____ | Date: _____ |
| | 4. IT reviewed (if IT related): _____ | Date: _____ |
| | 5. Contractor signed: _____ | Date: _____ |
| | 6. Submitted to Exec.: _____ | Date: _____ |
| | 7. Council approved (if necessary): _____ | Date: _____ |
| | 8. Executive signed: _____ | Date: _____ |
| | 9. Original to Council: _____ | Date: _____ |



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-025

File ID:	AB2021-025	Version:	1	Status:	Agenda Ready
File Created:	12/31/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: Rxczar@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Mark J. Maxwell to continue with the provision of legal representation for an additional amount of \$20,000 in a total amount not to exceed \$45,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Mark J. Maxwell to continue with the provision of legal representation for an additional amount of \$20,000 in a total amount not to exceed \$45,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Contract, Contract Information Sheet, Memo

**CONTRACT AMENDMENT #1
MARK MAXWELL**

This AMENDMENT is to the Contract made between Whatcom County and Mark Maxwell, September 1, 2019 and designated "Whatcom County Contract No. 201912048". In consideration of the mutual benefits to be derived, the parties agree to the following:

This amendment renews the original contract for an additional one-year term, through December 2021.

In addition, maximum consideration for this contract amendment is increased by no more than \$20,000.00 for an amended total of \$45,000.00, as outlined in the attached exhibit "B" Compensation, hereby referenced and made a part of the Amendment. This amendment does not change exhibit "A" Scope of Work.

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 regardless of date signed.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20 ____.

CONTRACTOR:

Mark Maxwell

Address:

6103 Saint Andrews Drive
Lacey, WA 98513

Mailing Address:

same

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

Mark Maxwell

WHATCOM COUNTY:
Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Mark Maxwell

Address:
6103 Saint Andrews Drive
Lacey, WA 98513

Mailing Address:
same

Contact Name:
Mark Maxwell

Contact Phone:
(360) 790-6384

Exhibit "A"
SCOPE OF WORK

Scope of work remains unchanged from the original contract.

Assist and advise Whatcom County with its review of appraisal services in the valuation of Petrogas West, LLC and Petrogas Pacific, LLC, LPG Storage and Pier Facilities at Cherry Point, Washington. This review will provide consideration of County's next course of action regarding the recent appraisal appeal by property owner.

TASKS AND DELIVERABLES:

- a. Meet with assessor, taxpayer, county attorney, and others.
- b. Review and research appraisal reports, back up files, property tax returns, and spreadsheets.
- c. In preparation for the hearing, write formal review appraisals that comply with USPAP for both reports for submission to the BTA. Provide PDF copies.
- d. Write discovery and deposition questions and accompany the county attorney in deposing the appraisers and other parties involved.
- e. Read the critique of the assessor's appraisal by the appellant, and prepare answers for the critique.
- f. Attend the BTA hearing(s) and make notes on all the testimony to help the attorney in direct and cross examination questions.
- g. Testify in the hearing regarding review appraisals.

Exhibit "B"
COMPENSATION

In consideration for the services performed under the terms of this Contract Amendment, the Contractor shall be paid a total not to exceed twenty thousand dollars and zero cents (\$20,000.00) to the end of the contract date of December 31, 2021.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	

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: _____

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ 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: <ol style="list-style-type: none"> 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: _____	

--	--

Term of Contract: _____	Expiration Date: _____
-------------------------	------------------------

Contract Routing:	1. Prepared by: _____	Date: _____
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Rebecca Xczar, County Assessor
RE: Mark Maxwell, Contract Amendment
DATE: 12/30/2020

Enclosed is a contract amendment between Mark Maxwell, and Whatcom County.
Prior contract: 201912048.

▪ **Background and Purpose**

Petrogas West LLC and Petrogas Pacific LLC, which own portions of the Petrogas facility at Cherry Point, have appealed their property values for 2016, 2017, 2018, 2019, 2020. They have paid property tax on a small portion of their original assessed value. The values for years 2016, 2017, and 2018 are included in a Board of Tax Appeal case together. A trial was scheduled for July 2020. Due to COVID-19, the trial date has been extended to April 2021. Mr. Maxwell is an expert witness for the case.

▪ **Funding Amount and Source**

The approved 2021 budget includes an ASR for \$40,000, for Professional Services. This contract amount is already included in the Assessor budget.

▪ **Differences from Previous Contract**

The current contract amendment will expire 12/31/2020. This amendment is continuing the services into 2021, due to COVID-19 caused trial extension.

Please contact Rebecca Xczar at extension 5055, if you have any questions or concerns regarding the terms of this agreement,

Encl.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-013**

File ID:	AB2021-013	Version:	1	Status:	Agenda Ready
File Created:	12/22/2020	Entered by:	TAdrian@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Resolution		
Assigned to:	Council Criminal Justice and Public Safety Committee			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: tadrian@co.whatcom.wa.us <mailto:tadrian@co.whatcom.wa.us>

TITLE FOR AGENDA ITEM:

Resolution adopting Whatcom County policy on indigent defense per RCW 10.101.030 and WCC 2.09

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution adopting Whatcom County policy on indigent defense per RCW 10.101.030 and WCC 2.09.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments: Resolution adopting Public Defender Indigent Defense policy

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

RESOLUTION NO. _____

Adopting County Policy regarding Indigent defense pursuant to certain portions of RCW 10.101, and Washington State court rule.

WHEREAS, RCW 10.101.030 requires counties to adopt standards that include: compensation of counsel, duties and responsibilities of counsel, case load limits and types of cases, responsibility for expert witness fees and other costs associated with representation, administrative expenses, support services, reports of attorney activity and vouchers, training, supervision, monitoring and evaluation of attorneys, substitution of attorneys or assignment of contracts, limitations on private practice of contract attorneys, qualifications of attorneys, disposition of client complaints, cause for termination of contract or removal of attorney, and nondiscrimination.

WHEREAS, WCC 2.09 currently set standards of indigent defense services relating to the Whatcom County Public Defender’s office as prescribed by RCW 10.101;

WHEREAS, Whatcom County maintains a centralized hub for the assignment of indigent defense services via the Whatcom County Office of Assigned Counsel. Indigent defense services are provided through three distinct sources: the Public Defender’s office, contract with private attorneys to provide indigent defense services, and maintenance of panel of private attorneys that may be appointed to provide indigent defense services. The Policy adopted herein shall be of equal application to all forms of indigent defense service provided within the scope of cases assigned by the Whatcom County Office of Assigned Counsel;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that Whatcom County policy regarding indigent defense services be hereby adopted as shown in the attached Exhibit A.

ADOPTED this ____ day of _____, 2021.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

(Current Executive's Name),
County Executive

() Approved () Denied

Date Signed: _____

WHATCOM COUNTY PUBLIC DEFENDER'S OFFICE CASE WEIGHTING POLICY

Rev. 4/21/2020

1.0 PURPOSE

The purpose of this policy is to adopt and publish a uniform system for weighting cases when applying mandatory and advisory numerical caseload standards for attorneys employed by the Whatcom County Public Defenders Office in the Superior, Juvenile, and District Courts of Whatcom County. This policy only applies for purposes of calculating attorney caseloads under the Washington Supreme Court Standards for Indigent Defense and does not apply for the purposes of compensation.

This policy will assist the court, Public Defender's Office, and the Office of Assigned Counsel in managing case appointments and caseloads in accordance with applicable caseload standards.

This policy recognizes that the appropriate use of case weighting and case counting is to allow reasonable workloads for public defense attorneys consistent with current workload conditions and consistent with applicable rules, standards, and performance guidelines.

2.0 APPLICABLE COURT RULES, STANDARDS, AND LAWS

- 2.1 Washington State Rules of Professional Conduct for attorneys.
- 2.2 Washington State Supreme Court standards for attorneys appointed to represent persons at public expense under court rules CrR 3.1, CrRLJ 3.1, JuCR 9.2.
- 2.3 Washington State Bar Association "Standards for Indigent Defense Services."
- 2.4 Washington State Bar Association "Performance Guidelines for Criminal Defense Representation."

2.5 RCW Ch. 10.101.

2.6 Chapter 2.09 WCC.

3.0 DEFINITIONS

- 3.1 CASE.** The filing of a document with the court, naming a person as defendant or respondent, to which an attorney is appointed in order to provide constitutionally mandated legal representation.
- a. The definition of a case is not impacted by number of counts contained in a single cause number.
 - b. When multiple charges or counts arise from a singular set of facts, the case weighted credit will be determined by the most serious charge or count alleged.
 - c. In courts of limited jurisdiction multiple citations from the same set incident can and will be counted as one “case.”
- 3.2 CASE WEIGHT.** The numerical multiplier assigned by this policy to apply to specific types of cases to generally recognize the greater or lesser attorney workload required for those cases compared to an average case under a numerical caseload standard.
- 3.3 CASE CREDIT.** The weight value of a particular case type in the general case weighting system adopted by this policy or in a particular case as actually assigned to a particular attorney.
- 3.4 WCPDO.** Whatcom County Public Defender’s Office.
- 3.5 CASELOAD.** The collection of cases in which an attorney is appointed or designated to provide constitutionally mandated legal services to clients in a calendar year.
- 3.6 DOCKET or CALENDAR.** A grouping of filings where a public defense attorney is designated.

- 3.7 FULL TIME.** It is presumed that a full time public defense attorney spends approximately 1,800 hours annually on client representation. It is expected that other work time is spent on administrative activities, CLE attendance, participation in professional associations and committees, vacations, holidays, and sick leave.
- 3.8 NON-CHARGE REPRESENTATION.** Matters where public defense attorneys represent clients who are eligible for public defense representation for matters that do not involve the filing of new criminal charges (i.e., material witness, diversion advice, or sentence violations).
- 3.9 PARTIAL REPRESENTATIONS.** Situations where clients are charged with crimes and a public defense attorney is appointed and representation is shortened or delayed (see Section 5.0 Partial Representation).
- 3.10 PUBLIC DEFENSE ATTORNEY.** A licensed attorney who is employed by the WCPDO or contracted by the WCPDO to represent indigent defendants.
- 3.11 SUPERIOR COURT CASES.** This refers to cases in which a person is charged with a crime in Superior Court.
- 3.12 DISTRICT COURT CASES.** This refers to cases in which a person is charged with a crime in District Court.
- 3.13 JUVENILE COURT CASES.** This refers to offender and truancy cases involving children in the Juvenile Division of Superior Court.

4.0 SCOPE OF REPRESENTATION

Matters included in the scope of representation as set forth below shall not receive any additional case weighed credit beyond that which is already assigned to the case:

- 4.1** The scope of representation in an appointed case is from the date of assignment through all subsequent stages of the legal proceedings in the trial court until entry of final judgment together with the necessary preparation, filing and/or entry of notice of appeal and motions/orders for finding of indigency and appointment of counsel on appeal.
- 4.2** In criminal and juvenile offender cases, the scope of representation in the case also includes (1) restitution hearings requested or noted while the court retains jurisdiction over the case and (2) motions for relief from judgment that are requested while the court retains jurisdiction over the case.
- 4.3** In district court and juvenile offender cases, the scope of representation in the case spans from initial appearance until the end of any probationary period imposed as part of a sentence.
- 4.4** Except as noted above, the scope of representation does not extend to other post judgment motions for relief from judgment and/or “collateral attack” under court rule or as defined in RCW Ch. 10.73.
- 4.5** The scope of representation in a case includes any failures to appear by the client and interim inactivity of the case for that reason, which will neither reduce nor add to the credit assigned to the case if the previously appointed attorney is later appointed or assigned to complete the case on reappearance of the client. Provided, if the interval between the failure to appear and reappearance is greater than twelve months, the reassignment is presumptively a new case unless adjusted by the Chief Deputy/Director.
- 4.6** The scope of representation in a case includes future review hearings in the case scheduled at the time of entry of diversion, deferred disposition, deferred prosecution, or sentencing, plus any subsequent proceedings thereon if ordered.
- 4.7** The scope of representation in a case includes proceedings on the original case after termination from therapeutic court without

successful completion. Cases reassigned to the Drug Court attorney do not count as a case credit, rather the Drug Court attorney receives calendar credit as discussed in 5.5.1.

- 4.8 The scope of representation includes any limited proceedings on remand from appeal if the same attorney is appointed for that purpose, but does not include remands for new trial.
- 4.9 The scope of representation does not include alleged violations of a prior sentence or disposition.
- 4.10 The scope of representation in a truancy contempt petition includes all subsequent review hearings or warrants for that petition.

5.0 PARTIAL REPRESENTATION

- 5.1 **Partial Representations – no contact with client.** Cases where the assigned attorney has only had incidental contact with the client before transfer or dismissal will not receive any credit.
- 5.2 **Partial Representations – transfer or dismissal.** Cases where only a partial representation occurs because the attorney withdraws for a conflict, is relieved by retained counsel, the case is transferred or reassigned by the court or Chief Deputy/Director, or the case is dismissed on motion of the prosecution can be assigned a weighted case credit by the Chief Deputy/Director consistent with these policies for the case but only up to the maximum weighted credit otherwise allowed.
- 5.3 **New Attorney in Partial Representations.** If a different attorney is appointed or assigned after a partial representation by a different attorney the new attorney will be assigned full credit if appointed or assigned prior to trial or plea of guilty in the case.
- 5.4 **Temporary Coverage of Limited Hearings.** The temporary coverage of a limited hearing or appearance in a case by another attorney due

to short term unavailability of appointed attorney will not be counted as a case and no case credit will be added or subtracted to the number of cases or credits for either attorney.

5.5 Therapeutic Court Calendar Credits. When an attorney is assigned to represent groups of clients in therapeutic courts, the attorney's maximum caseload should be reduced proportionally by the amount of time they spend on preparing for and appearing at such calendars.

5.5.1 Drug Court Calendar Credit. The drug court attorney's maximum caseload should be reduced by 1.25 adult felony case credits monthly (15 case credits annually) or 2.0 juvenile case credits monthly (24 case credits annually).

5.5.2 Mental Health Court Calendar Credit. The mental health court attorney's maximum caseload should be reduced by .75 adult felony case credits monthly (9 case credits annually), or 2.0 adult misdemeanor case credits monthly (24 case credits annually).

5.6 Representation at First Appearance, Arraignment, and Probation Violation Dockets. Regardless of the case counting and weighting system adopted by this policy, the following special limitations apply:

5.6.1 Resolutions of cases by pleas of guilty to criminal charges on a first appearance or arraignment docket are presumed to be rare occurrences requiring careful evaluation of the evidence and the law, as well as thorough communication with clients, and must be counted as one case. The resolution of a case at first appearance as an infraction shall not be counted as a "case" but rather is credited within the time allocated to recurring calendars without continued representation.

5.6.2 Cases on a criminal or offender first appearance, arraignment, warrant return, sentence review, or probation violation docket where the attorney is designated, appointed, or contracted to represent groups of clients on that docket

without expectation of further or continuing representation will not be counted directly. Instead, the attorney's hours needed for appropriate client contact and preparation as well as the appearance time spent on such dockets will be calculated by the Chief Deputy/Director and then applied to reduce the attorney's caseload standard for the time for the work devoted to such representation.

6.0 NUMERICAL CASELOAD STANDARDS

6.1 The caseload of a full-time public defense attorney or assigned counsel should not exceed the following:

6.1.1 Superior Court Adult Felony Cases: 150 case credits per attorney per year.

6.1.2 Juvenile Offender Cases: 250 case credits per attorney per year.

6.1.3 District Court Cases: 400 case credits per attorney per year.

6.1.4 Involuntary Commitment Proceedings: 250 case credits per attorney per year.

6.2 General considerations in applying numerical standards:

6.2.1 Caseload limits reflect the maximum caseloads for fully supported, full-time defense attorneys for cases of average complexity and effort in each case type specified.

6.2.2 If a public defender or assigned counsel is carrying a mixed caseload including cases from more than one category of cases, these standards should be applied proportionally to determine a full caseload.

6.2.3 A small upward variation in annual caseload and a variation in monthly caseload are consistent with the workload limits

inherent in the numerical caseload standards while allowing for the inherent variability of caseload and the inherent difficulty of precise administration. Such variations may be expected to occur without violating this policy or the numerical caseload standards and such variations shall not preclude attorneys from filing Certificates of Compliance.

6.2.4 The assigned attorney may request that the Chief Deputy/Director adjust the credit assigned upwards for substantial work or “extraordinary cases” in which the credit assigned does not adequately reflect the complexity or time and effort involved in the representation. Should calendar credits, including those assigned for therapeutic courts or training lead duties, deviate from time actually spent, the attorney may request that the Chief Deputy/Director adjust the credits assigned. The Chief Deputy/Director’s decision will be final.

7.0 CASE WEIGHTED CREDITS

The following case weighted credits shall be assigned to cases within the court and case types listed:

7.1 ADULT FELONY SUPERIOR COURT

CASE TYPE	CASE WEIGHT CREDITS
HOMICIDE AND ATTEMPTED HOMICIDE, 3 STRIKES, CLASS A SEX OFFENSES	3.0
CLASS B & C SEX OFFENSES, ROBBERY FIRST, BURGLARY FIRST, ASSAULT FIRST	2.0
OTHER FELONIES	1.0
FAST TRACK	0.5

FAST TRACK CONVERTED TO FULL CASE	0.5
SSOSA/DOSA CONTESTED REVOCATION HEARING	0.5
NGRI & POST-CONVICTION	0.5
FUGITIVE	0.5
DRUG COURT	1.25/month
MENTAL HEALTH COURT	0.75/month
TRAINING LEAD	1.25/month
FIRST APPEARANCE/ARRAIGNMENT ROTATION	1.0/month

7.2 DISTRICT COURT - NO WEIGHTING

CASE TYPE	CASE WEIGHT CREDITS
MISDEMEANORS	1.0
CALENDAR ROTATION	6.5/month
MENTAL HEALTH COURT	2.0/month

7.3 JUVENILE COURT

CASE TYPE	CASE WEIGHT CREDITS
CLASS A FELONIES AND ALL SEX OFFENSES	2.0
ALL OTHER CASES	1.0
DIVERSION ADVICE APPOINTMENTS	0.25
DETENTION & RRC CALENDARS	1.5/month
ARRAIGNMENT CALENDAR	1.0/month
PROBATION CALENDAR	1.0/month
TRUANCY CALENDAR	1.0/month

7.4 INVOLUNTARY COMMITMENTS - NO WEIGHTING

7.5 MIXED CASELOAD CREDITS

7.3.1 One adult felony credit equals approximately 12 hours of work. One adult misdemeanor credit equals approximately 4 hours of work. One juvenile credit equals approximately 7.2 hours of work. One involuntary commitment credit equals approximately 7.2 hours of work.

7.3.2 one adult felony credit = three adult misdemeanor credits = two juvenile credits = two involuntary commitment credits



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2020-345**

File ID:	AB2020-345	Version:	1	Status:	Agenda Ready
File Created:	08/19/2020	Entered by:	MAamot@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Discussion		
Assigned to:	Council Committee of the Whole	Final Action:			
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: maamot@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion of proposed Cherry Point amendments

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

The County Council worked with the Cascadia Law Group to develop proposed Comprehensive Plan and Whatcom County Code (WCC) amendments primarily relating to fossil fuel and renewable fuel facilities in the Cherry Point Area (some of the amendments apply to various land uses on a countywide basis). The Council approved Resolution 2019-037 on August 7, 2019 forwarding the proposed amendments to the Planning Commission for review. The Planning Commission issued their Findings of Fact and Reasons for Action, Conclusions, and Recommendations on August 13, 2020. Council Special Committee of the Whole will discuss the proposed amendments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
09/15/2020	Council Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	
09/29/2020	Council Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	
10/13/2020	Council Committee of the Whole	DISCUSSED	
10/20/2020	Council (Special)	DISCUSSED AND MOTION(S) APPROVED	

Agenda Bill Master Report Continued (AB2020-345)

10/27/2020	Council Committee of the Whole	DISCUSSED
10/28/2020	Council (Special)	DISCUSSED AND MOTION(S) APPROVED
11/17/2020	Council (Special)	DISCUSSED
11/24/2020	Council Committee of the Whole	DISCUSSED
12/08/2020	Council Committee of the Whole	WITHDRAWN
12/10/2020	Council (Special)	WITHDRAWN

Attachments: [Link to Cherry Point Public Comments, Joint-Stakeholders Proposed Revisions 11.24.2020, PDS Comments Received 11.25.2020](#)

[Link to Cherry Point Public Comments](#)

Cherry Point Amendments Stakeholder Revisions

For consideration by Whatcom County Council on November 24th, 2020

Jointly proposed by designated representatives of environmental advocacy groups, Cherry Point industries and organized labor, including:

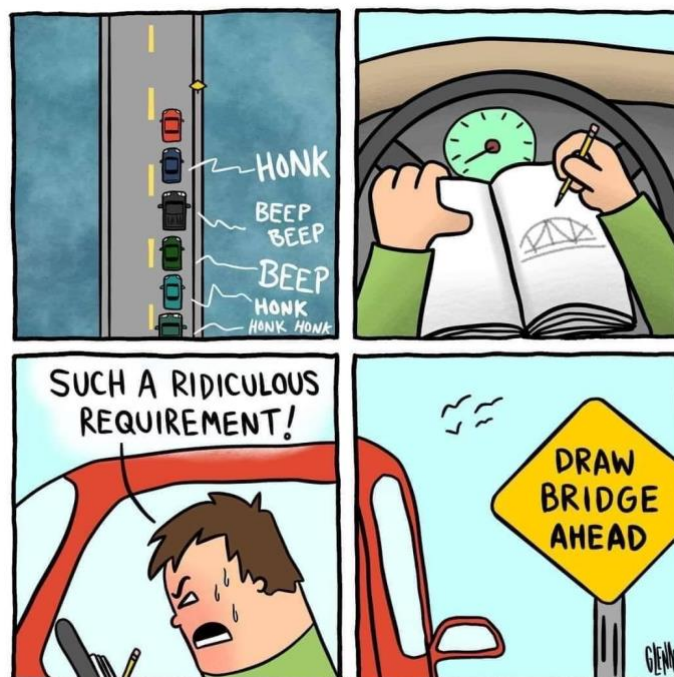
RE Sources, bp, Phillips 66, Petrogas, STAND, LiUNA 292

(WEC engaged supportively, pending final confirmation of yesterday's updated version)

Last Updated: November 24th

Color Coding Key:

- **Red strikethrough** – text removed
- **Blue underline** – text added
- **Green (strikethrough/underline)** – language moved from one section to another, but retained
- **Black** – CP Amendments Draft (Council approved as of October 28 2020) and/or existing WCC
- **Highlights** [overlaid on any text colors shown above]: stakeholders' proposed changes



© DARKnoodle

f / t / i : @darknoodlecomic

20.66.200 Prohibited Uses [Light Impact Industrial (LII) District]

.204 New Fossil Fuel Refineries or new Fossil Fuel Transshipment Facilities

20.68.050 Permitted Uses [Heavy Impact Industrial (HII) District]

.059 Bulk commodity storage facilities, and truck, rail, vessel and transshipment terminals and facilities, except as prohibited under WCC 20.68.200. for fossil fuel facilities or fossil fuel transshipment facilities.

.068 Existing Fossil Fuel Refineries, Fossil Fuel Transshipment Facilities, Renewable Fuel Refineries, Renewable Fuel Transshipment Facilities, piers and docks legally established as of [XXX effective date of ordinance], provided that when a permit is sought for a project proposed within or attached to a facility of such classification, the applicant must disclose any capacity changes defined under WCC 20.68.153 to the county permitting authorities. Provided that a conditional use permit is not required by WCC 20.68.153, permitted uses include repairs, improvements, maintenance, modifications, remodeling or other changes including, but not limited to the following: [enumerated 1 – 25]

... (1) - (17) ...

~~(18) Storage Tanks~~

~~(18)~~ Pipelines carrying petroleum or petroleum products solely within the Heavy Impact Industrial zoning district.

~~(19)~~ Pipelines carrying natural gas solely within the Heavy Impact Industrial zoning district.

~~(20)~~ Renewable fuel production and shipment.

~~(22) Other similar structures or activities~~

~~(21) Inter-refinery shipments of refined products and Intermediate Materials such as unfinished oils and blendstocks;~~

~~(22) Transferring Fossil Fuels during emergency scenarios where contingencies require Fossil Fuels to be moved;~~

~~(23) Necessary Fossil Fuels transfers during turn-arounds or maintenance periods.~~

~~(24) Storage Tanks, provided that the County decision maker shall include in any approval of an application for storage tanks at an existing Fossil Fuel Refinery, Fossil Fuel Transshipment Facility, Renewable Fuel Refinery, or Renewable Fuel Transshipment Facility a condition that the storage tank shall only be used in the manner described in the application and approved in the permit. The application and permit shall describe the intended use of the storage tank, including the type of fuel to be stored and, if located within a Fossil Fuel Refinery or Renewable Fuel Refinery, whether the storage tank will or will not be used for transshipment.~~

~~(25) Other similar structures or activities~~

- .070 New Renewable Fuel Refineries or Renewable Fuel Transshipment Facilities, except that new piers, docks, or wharves in the Cherry Pont Industrial District are prohibited.
- .071 Expansion of existing legal Renewable Fuel Refineries or Renewable Fuel Transshipment Facilities, provided that the expansion is for Renewable Fuels only.
- .081 Freight railroad switching yards and terminals, ~~except as prohibited under WCC 20.68.200, excluding uses addressed in .059.~~
- .082 Marine port facilities, ~~except as prohibited under WCC 20.68.200, excluding uses addressed in .059, and excluding new piers, docks or wharves.~~

20.68.150 Conditional Uses [Heavy Impact Industrial (HII) District]

.153 Expansion of existing ~~legal Fossil Fuel Refineries or expansion of existing legal Fossil Fuel Transshipment Facilities.~~ For purposes of this section, an expansion is any ~~Fossil Fuel Refinery and/or Fossil Fuel Transshipment Facility~~ development (including otherwise permitted or accessory uses), vested after the effective date of this ordinance, that meets any one of the following applicable thresholds:

- A. Cumulatively increases ~~its the facility's total M~~ maximum Atmospheric Crude Distillation Capacity of Fossil Fuels by more than 10,000 barrels (or 420,000 gallons) per day based upon an evaluation of physical equipment limitations conducted by a licensed professional engineer; or
- B. Cumulatively increases ~~the facility's total Maximum Transshipment Capacity for Fossil Fuels its maximum transshipment capacity~~ by more than 10,000 barrels (or 420,000 gallons) per day based upon an evaluation conducted by a licensed professional engineer in accordance with 20.97.230.2 ; or
- C. ~~Increases the frequency of Fossil Fuel unit train shipments by rail unloaded or loaded at an existing facility in excess of limits, if any, established by County, State or Federal authorities (where applicable) as of [XXX effective date of ordinance] or the effective date of a previously approved conditional use permit, whichever is more recent.~~
~~Cumulatively increases its maximum transshipment capacity of unrefined fossil fuels from the facility by more than 10,000 barrels (or 420,000 gallons) per day.~~

~~.154 Expansion of existing legal Fossil Fuel Refineries or expansion of existing legal Fossil Fuel Transshipment Facilities. For purposes of this section, an expansion is any Fossil Fuel Refinery and/or Fossil Fuel Transshipment Facility development (including otherwise permitted or accessory uses), vested after the effective date of this ordinance, that cumulatively increases the facility's total Maximum Transshipment Capacity for Fossil Fuels by more than 10,000 barrels (or 420,000 gallons) per day, based upon an evaluation conducted by a licensed professional engineer in accordance with 20.97.230.2 .~~

If a conditional use permit is obtained, the baseline for determining the cumulative increases is reset.

~~Such~~ Expansions, ~~as per 20.68.153 or 20.68.154,~~ shall be subject to the conditional use criteria below, ~~as applicable:~~

- (1) The conditional use permit approval criteria listed under WCC 20.84.220 are met;

(2) Within shorelines, if applicable, County approval shall be contingent upon approval of a shoreline permit;

(3) The applicant has documented to the County decision maker **(as applicable):**

- all of the anticipated types and volumes of substances to be processed, stored, or transferred in bulk **with the proposed expansion at the facility;**
- **changes** in maximum transshipment capacity **and/or** the maximum atmospheric crude distillation capacity **occurring as a result of the proposed expansion, as applicable; and**
- the mode of shipment vessels to be loaded or unloaded **with the proposed equipment and/or at the facility as a result of the proposed expansion.**

The permit shall be limited exclusively to those types and volumes of materials or products as documented and approved.

(4) Insurance requirements meet the provisions of WCC **Section** 22.05.125.

(5) Mitigation of transportation impacts consistent with Chapter 20.78 WCC, Transportation Concurrency Management, and Chapter 16.24 WCC, Commute Trip Reduction

(6) Mitigation of impacts to other services including fire and emergency response capabilities, water supply and fire flow, to address risks created by expansions.

(7) Plans for stormwater and wastewater releases have been approved.

(8) Prior to commencement of any site preparation or construction activities, all necessary state leases shall be acquired for any piers or aquatic lands improvements, and it shall be demonstrated to the **satisfaction of the** zoning administrator that the project applicant has met any federal or state permit consultation requirements, including tribal treaty rights or the provisions of the Magnuson Amendment through state and federal permitting decisions, **and**

(9) The County decision maker may approve a conditional use permit with a condition to obtain relevant leases and complete any necessary federal and state permitting requirements, and may restrict the conditional use permittee from undertaking site preparation or construction activities until it has fulfilled that condition.

(10) The permittee must inform the county permitting authorities of a change in the aforementioned disclosures so that the department can document current capacity levels to ensure that the cumulative thresholds under **WCC** 20.68.153 have not been exceeded.

(11) The County decision maker shall include, in any approval of an application for an expansion, as per 20.68.153 or 20.68.154, a condition that the permitted equipment shall only be used in the manner described by the project proponent in the application and approved in the permit. The application shall describe the intended use, including the type of fuel to be stored and, if located at a Fossil Fuel Refinery or Renewable Fuel Refinery, whether the equipment will or will not be used for transshipment.

20.68.200 Prohibited Uses [Heavy Impact Industrial District]

.204 New **F**ossil **F**uel **R**efineries.

.205 New Fossil Fuel Transshipment Facilities. **provided that, the following uses of facilities are not prohibited: (i) inter-refinery shipments of refined products and intermediate materials such as unfinished oils and blendstocks, (ii) transferring Fossil Fuels during emergency scenarios where contingencies require Fossil Fuels to be moved, and (iii) necessary Fossil Fuels transfers during turn-arounds or maintenance periods.**

.206 New piers, docks, or wharves in the Cherry Point Industrial District.

.207 Coal-fired power plants.

20.74.055 Prohibited Uses [Cherry Point Industrial District]

Prohibited uses shall be the same as those prohibited in the Light Impact Industrial District **as applicable** (Chapter 20.66) and the Heavy Impact Industrial District **as applicable** (Chapter 20.68), **as applicable**, and the following:

- 1) New piers, docks, or wharves in the Cherry Point Industrial District
- (2) Conversion of **a** Renewable Fuel Refinery or Renewable Fuel Transshipment Facilities to become a Fossil Fuel Refinery or Fossil Fuel Transshipment Facilities

20.97 Definitions

Note: in reviewing existing Whatcom County Code, it appears that 20.97.160 (.1-.5) and 20.97.350.1 refer to other defined terms, which could be an error in the draft amendments or otherwise is meant to align with a code scrub that has not yet been published online.

We adjusted numbering of definitions simply to avoid the need for additional numeric re-assigning. If this is numbering is unintentional, then other defined terms in the Cherry Point Amendments (not shown here) would also need to be renumbered. We will defer to PDS on preference for numbering, and would accept alternate numbers and ordering of defined terms as long as the definitional text shown below is amended as follows:

- **20.97.230.1 Maximum Atmospheric Crude Distillation Capacity**

"Maximum Atmospheric Crude Distillation Capacity" or "MACDC" is the maximum number of barrels of input that the atmospheric distillation unit can process within a 24-hour period when running at maximum capacity. Maximum capacity is defined as the physical constraints of the atmospheric distillation process equipment as determined by a professional engineer licensed in the State of Washington and shall be measured in barrels per day.

- **20.97.160.230.2 Fossil Fuels.**

"Fossil Fuels" **refers to hydrocarbon compounds and composites formed as a result of geologic processes acting on the remains of organic matter, including but not limited to coal, petroleum products and byproducts,** crude oil, **intermediate materials (such as unfinished oils and blendstock),** natural gas, oil shales, bitumens, tar sands, **liquified petroleum gases,** propane, butane, and heavy oils. Renewable fuels are not **Fossil Fuels.**

- **20.97.160.x230.3 Intermediate Materials:**

"Intermediate Materials" refers to refined or partially refined **Fossil Fuel** products that are produced at a refinery by processing crude oil and other petroleum-based feedstocks that can be further processed to produce refined products or other blending components. Under this definition, feedstocks such as "topped crude" are not intermediate materials.

- 20.97.230.4 Maximum Transshipment Capacity

The calculation of Maximum Transshipment Capacity shall be conducted by a professional engineer licensed in the State of Washington and shall consist of one or a combination of the following limitations:

1. The maximum physical limit of a facility's capacity for off-loading Fossil Fuels from one or more modes of shipment (i.e., rail, truck, pipeline, etc.), then storing and/or loading such Fossil Fuels, without processing through a Fossil Fuel Refinery, onto another mode of shipment to be transported outside of the designated zoning district boundaries [such as the Cherry Point Industrial District], based on the facility's maximum physical limits to move Fossil Fuels from the receipt points of all its inbound shipment methods to the delivery points of all its outbound shipment methods ~~at the facility~~, including the capacities or other physical attributes of the facility's equipment, including but not limited to capacities of:
 - i. loading equipment;
 - ii. offloading equipment;
 - iii. pumps and/or compressors;
 - iv. bulk storage;
 - v. piping hydraulics; or
 - vi. any combination of the above.

The capacity calculation shall exclude any equipment installed with a permit condition that prohibits that equipment from being used for transshipment purposes.

2. Shipment limitations imposed by County, State or Federal authorities that can be demonstrated by the applicant to restrict the frequency and/or annual amount of Fossil Fuel shipments at its facility. If any such limitations form the basis of a Maximum Transshipment Capacity calculation, then any future increases in Fossil Fuel shipments above those previously imposed limits would constitute an increase in Maximum Transshipment Capacity.

- 20.97.160.3230.5 Fossil Fuel Transshipment Facility ~~ies~~.

"Fossil Fuel Transshipment Facility" is ~~a facility, as an entire complex, consisting of its individual units, equipment, or components, which in aggregate,~~ engaging primarily in the process of off-loading Fossil Fuels from one ~~or more modes of shipment (i.e., rail, truck, pipeline, etc.), transportation method (such as ship, truck or railcar) and then~~ storing and/or loading such Fossil Fuels ~~it,~~ without processing through a Fossil Fuel Refinery, onto another mode of shipment to be transported outside of the designated zoning district boundaries, such as the Cherry Point Industrial District. ~~transportation method for the purposes of transporting the shipment into and/or out of Whatcom County.~~ This definition ~~shall include bulk storage or transfer facilities for the shipment of crude oil without refining or consuming the Cherry Point Industrial District and~~ shall exclude Small Fossil or Renewable ~~Fuel~~ Storage and Distribution Facilities.

- **20.97.350.4230.6 Renewable Fuel Transshipment Facility** ~~ies.~~
 “Renewable Fuel Transshipment Facility” ~~a facility,~~ **is an entire complex, consisting of its individual units, equipment, or components which in aggregate** engages ~~ing~~ primarily in the process of off-loading **Renewable Fuels and/or Renewable Biomass** from one **mode of shipment (i.e., rail, truck, pipeline, etc.)** ~~transportation method (such as a ship, truck, or railcar)~~ then storing and/or loading **such fuels** ~~it~~ **without processing through a Renewable Fuel Refinery or Fossil Fuel Refinery,** onto another **mode of shipment to be transported outside of the designated zoning district boundaries, such as the Cherry Point Industrial District.** ~~transportation method for the purposes of transporting the shipment renewable fuel into and/or out of Whatcom County.~~ This definition shall exclude Small Fossil or Renewable **Fuel** Storage and Distribution Facilities.

20.97.350.3230.7 Renewable Fuel Refinery

A “Renewable Fuel Refinery” means a facility that processes or produces renewable fuels. This definition excludes Small Fossil or Renewable Storage and Distribution Facilities.

Note: we did not discuss a change to the definition of Renewable Fuel Refinery, but it may warrant revisiting to maintain consistency with the definition of fossil fuel refinery.

- **20.97.160.4230.8 Fossil Fuel Refinery**
 A “Fossil Fuel Refinery” ~~is a facility,~~ **an entire complex, consisting of its individual units, equipment, or components, which in aggregate** ~~that~~ **engages primarily in receiving and converting Fossil Fuels and other liquids** into **petroleum** products including but not limited to gasoline, distillates such as diesel fuel and heating oil, jet fuel, petrochemical feedstocks, waxes, lubricating oils, **Intermediate Materials,** and asphalt. Fossil Fuel Refinery ~~facility~~ **uses include** but are not limited to: **receiving feedstocks,** bulk storage, manufacturing, or processing of **Fossil Fuels, Intermediate Materials** or byproducts, and shipment of those processed materials to downstream customers. **The following activities do not render a Fossil-Fuel Refinery a Fossil-Fuel Transshipment Facility: (i) inter-refinery shipments of refined products and Intermediate Materials such as unfinished oils and blendstocks, (ii) transferring Fossil Fuels during emergency scenarios where contingencies require Fossil Fuels to be moved, and (iii) necessary Fossil Fuels transfers during turn-arounds or maintenance periods.** This definition shall exclude Small Fossil or Renewable **Fuel** Storage and Distribution Facilities.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2020-219

File ID:	AB2020-219	Version:	1	Status:	Agenda Ready
File Created:	05/13/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole	Final Action:			
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: DBrown@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/19/2020	Council	DISCUSSED	
06/02/2020	Council	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/16/2020	Council Committee of the Whole	DISCUSSED	
06/23/2020	Council Special Committee of the Whole	DISCUSSED AND MOTION(S) APPROVED	
07/07/2020	Council Committee of the Whole	DISCUSSED	
07/21/2020	Council Committee of the Whole	DISCUSSED	
08/05/2020	Council Committee of the Whole	DISCUSSED	
09/15/2020	Council Committee of the Whole	DISCUSSED	
09/29/2020	Council Committee of the Whole	DISCUSSED	
10/13/2020	Council Committee of the Whole	DISCUSSED	
10/27/2020	Council Committee of the Whole	DISCUSSED	
11/10/2020	Council Committee of the Whole	DISCUSSED	
11/24/2020	Council Committee of the Whole	DISCUSSED	

12/08/2020 Council Committee of the Whole

DISCUSSED

Attachments:

From: [Council](#)
To: [Dana Brown-Davis](#); [Lisa Bruner](#); [Cathy Halka](#)
Subject: FW: Cherry Point Amendments - PDS Comments on Proposed Revisions (Nov 24)
Date: Wednesday, November 25, 2020 1:53:59 PM

From: Matt Aamot
Sent: Wednesday, November 25, 2020 1:53:55 PM (UTC-08:00) Pacific Time (US & Canada)
To: Eddy Ury; Council; Todd Donovan; Barry Buchanan; Tyler Byrd; Kathy Kershner; Ben Elenbaas; Rud Browne; Carol Frazey
Cc: Brady, Pamela; Johnson, Tim; Gavin Carscallen; Andrew Gamble; Verburg, James E; Chalfant, Jeff; Brown, Brad J; Strang, Erin T; Trevor Smith; Alex Ramel; Rebecca Ponzio; Anna Doty; Mark Personius; Nick Smith; Amy Keenan; Karen Frakes
Subject: Cherry Point Amendments - PDS Comments on Proposed Revisions (Nov 24)

Dear Stakeholder Group:

Thank you for sending PDS a copy of the "Cherry Point Amendments Stakeholder Revisions" submitted to the County Council on Nov. 24, 2020. We appreciate and value the Stakeholder Group's hard work and diligence on this matter. PDS staff has the initial comments on the proposed changes:

General Comments

Generally speaking, we are still concerned about the degree to which proposed regulations are "transparent, accountable and easy to understand" (see our 11/19/2020 e-mail). As mentioned at the Council Committee of the Whole meeting yesterday, we would like the Stakeholder Group to apply the proposed regulations to a number of scenarios or examples to get a sense of whether the Council, PDS, and the Stakeholder Group would interpret the (sometimes complex) regulations in a similar fashion. This would also provide some level of transparency for the public relating to what the proposed regulations might mean for County review of different types of projects. We would appreciate receiving this information in writing.

Specific Comments

We also have the following specific questions/comments on the proposed amendments that we are hoping the Stakeholder Group can address:

Proposed WCC 20.68.153.C – This section requires a conditional use permit for expansion of Fossil Fuel Refineries when, among other things, the expansion:

Increases the frequency of Fossil Fuel unit train shipments by rail unloaded or loaded at an existing facility in excess of limits, if any, established by County, State or Federal authorities (where

applicable) as of [XXX effective date of ordinance] or the effective date of a previously approved conditional use permit, whichever is more recent.

If a refinery could increase the train shipments without physical improvements (outside the RR R-O-W), would the County have the authority to permit an increase in rail traffic? Or is this preempted by the Federal government? This may initially be a question for industry (is it possible to increase train traffic without physical improvements). If so, it may be prudent to have County's legal counsel review the proposed language.

Conditional Use Criteria – When expansion of Fossil Fuel Refineries (20.68.153) was separated from Fossil Fuel Transshipment Facilities (20.68.154), the approval criteria relating to both .153 and .154 were left hanging (don't appear to have a code citation). It may be cleaner to insert the conditional use criteria under both .153 and .154 so the code citations are clear.

Transshipment by Refineries

The proposal allows transshipment by Fossil Fuel Refineries that, by definition, are not Fossil Fuel Transshipment Facilities.

Proposed WCC 20.68.068(24) allows the following as a permitted use (as long as none of the conditional use thresholds are met):

Storage Tanks, provided that the County decision maker shall include in any approval of an application for storage tanks at an existing Fossil Fuel Refinery, Fossil Fuel Transshipment Facility, Renewable Fuel Refinery, or Renewable Fuel Transshipment Facility a condition that the storage tank shall only be used in the manner described in the application and approved in the permit. The application and permit shall describe the intended use of the storage tank, including the type of fuel to be stored and, if located within a Fossil Fuel Refinery or Renewable Fuel Refinery, **whether the storage tank will or will not be used for transshipment**.

Proposed WCC 20.68.153(B) requires a conditional use permit for a Fossil Fuel Refinery expansion if, among other things, it:

Cumulatively increases the facility's total **Maximum Transshipment Capacity for Fossil Fuels** by more than 10,000 barrels (or 420,000 gallons) per day based upon an evaluation conducted by a licensed professional engineer in accordance with 20.97.230.2.

Proposed conditional use criterion 11 states:

(11) The County decision maker shall include, in any approval of an application for an expansion, as per 20.68.153 or 20.68.154, a condition that the permitted equipment shall only be used in the manner described by the project proponent in the application and approved in the permit. The application shall describe the intended use, including the type of fuel to be stored and, if located at a Fossil Fuel Refinery or Renewable Fuel Refinery, **whether the equipment will or will not be used for transshipment.**

The fact that Fossil Fuel Refineries may transship fossil fuels raises the question of how much they can transship without processing on site? How would it be viewed if an existing Refinery imported exactly the same amount of crude oil but, instead of refining all of this crude oil on site, proposed to ship out some of it? It can be assumed that this would be a permitted use, if the Maximum Transshipment Capacity is increased by less than 10,000 barrels/day. If Maximum Transshipment Capacity is increased by more than 10,000 barrels/day of crude oil, it would require a conditional use permit. But at what point would it be considered a New Fossil Fuel Transshipment Facility that is prohibited under proposed WCC 20.68.205? Would it be when 25%, 50%, or some other % of this crude oil is transshipped (instead of refined on site)?

Proposed WCC 20.97.230.4 – Clause # 1 of the definition of Maximum Transshipment Capacity is somewhat complex. The scenarios will give us a sense of the meaning of this definition, but ultimately, an engineer will have to determine whether clause # 1 is met in any given case (same for MACDC). We would like some examples of what improvements/activities, other than changes to the DNR lease limiting the number of vessels/year, would constitute an increase in the Maximum Transshipment Capacity?

Thank you for considering our input.

Sincerely,

PDS Staff



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-028

File ID:	AB2021-028	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	LBruner@co.whatcom.wa.us		
Department:	Council Office	File Type:	Special Order of Business		
Assigned to:	Council (Special)			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: lbruner@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Reorganization of the Whatcom County Council for 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Reorganization of the Whatcom County Council for 2021, including selection of officers and Council committee/board assignments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Committee Preferences for 1.12.2021, Committee Descriptions 2021

2021 WHATCOM COUNTY COUNCIL COMMITTEE AND BOARD PREFERENCES

Indicate your preferences with a check mark ("√" OR "X")

	Rud Browne	Barry Buchanan	Tyler Byrd	Todd Donovan	Ben Elenbaas	Carol Frazey	Kathy Kershner
County Council Committee Assignments							
Council Chairperson (<i>Acts as Chair of Council acting in other capacities, Rep to EDI Board, Law Library Board, County Finance Committee</i>)		√					
Council Vice-Chairperson			√			√	
Executive Pro-Tempore (<i>Can not be on COG</i>)	√		√				
Standing Committees							
Criminal Justice and Public Safety		√	√			√	
Finance & Administrative Services - <i>Chair of Finance Committee will automatically act as Council Rep. to What-Comm Administrative Board</i>	√		√			√	√
Planning & Development	√		√	√	√		
Public Works and Health				√		√	√
Natural Resources		√		√	√		
<i>Select 2 Natural Res. Committee members as Representatives to Lake Whatcom Policy Group</i>				√	√		
Other Committee Assignments							
Behavioral Health Advisory Committee							
Bellingham International Airport Advisory					√		
Bellingham Regional Chamber of Commerce			√				
Business and Commerce Advisory Committee (non-voting)	√		√				√
Council of Governments (COG) <i>Appoint TWO members to serve on the Full Council (can not be Exec Pro-Tem)</i>						√	
Council of Governments (COG) <i>Appoint ONE of the above two members to also serve on the Exec Board and Transportation Policy Board (cannot be Exec Pro-Tem)</i>							
Developmental Disabilities Board							
Drayton Harbor & Portage Bay Shellfish Protection Districts					√		
EMS Oversight Board <i>Representative</i>		√	√				√
EMS Oversight Board <i>Alternate Representative</i>							√
Flood Control Zone Committee (Ex Officio)					√		
Homelss Strategies Workgroup (<i>Appoint TWO</i>)	√	√	√				
Incarceration Prevention and Reduction Task Force (<i>And Appoint one alternate</i>)		√	√				
Intergovernmental Tribal Relations Committee (<i>Appt. TWO</i>)						√	
LEOFF Board		√					
Reserve Officers Board of Trustees - (<i>Appoint TWO</i>)			√			√	
Local Emergency Planning Committee (LEPC)			√				
Lummi Island Ferry Advisory Committee - <i>Appoint ONE non-voting attendee</i>				√			
<i>OPTIONAL: Lummi Island Ferry Advisory Committee Alt. - Appoint TWO alternates if Council wishes</i>					√		
Marine Resources Committee				?			
North Sound Behavioral Health Exec. Committee	√						
Northwest Clean Air Agency				√			
Northwest Regional Council (NWRC)						√	√
Opportunity Council	√	√					
Public Defense Advisory							√
Public Health Advisory Board		√					
Solid Waste Advisory						√	
WSAC Alternate Board Member (The Executive is the active representative, Councilmember is alternate)	√						
WSAC <i>Optional Alternate</i> Board Member (Res2019-008)							
WSAC Legislative Steering Committee	√						
WSAC Timber Counties Caucus						√	
WSAC Coastal Counties Caucus						407	
Whatcom Transportation Authority				√			√

2021 WHATCOM COUNTY COUNCIL COMMITTEES

**Criminal Justice and Public Safety Committee
Council Meeting – Tuesdays**

**Finance and Administrative Services Committee
Council Meeting - Tuesdays**

**Natural Resources Committee
Council Meeting - Tuesdays**

**Planning and Development Committee
Council Meeting - Tuesdays**

**Public Works and Health Committee
Council Meeting - Tuesdays**

Behavioral Health Advisory Committee

Meets quarterly on the 2nd Monday of every third month– (January 11, April 12, July 12, and October 11, 2021) from 3:30 p.m. to 5 p.m. (meetings held virtually until further notice)

Purpose: To fund a county wide infrastructure for behavioral health programs and services, emphasizing expansion or new development, which will benefit citizens who are impacted by mental illness and chemical dependency. The goal is to promote their resilience and their recovery from mental illness and chemical dependency, and to reduce their need to utilize costly and less effective interventions of emergency services and the criminal justice system.

Bellingham International Airport Advisory Committee (BIAAC)

Meets quarterly on the 2nd Thursday at 4 p.m. Meeting Dates January 14, April 8, July 15 (3rd Thursday) and October 14, 2020 (Meetings to be held via tele/video conference until further notice)

Purpose: The BIAAC serves as the advisory committee to the Commission of the Port of Bellingham to provide input from aviation professionals and the community about the airport. The members of the committee serve to provide both technical input and a community perspective to the Commission about airport operations, development, community partnerships, services and impacts.

Bellingham Regional Chamber of Commerce

Meets approximately nine times a year on the 2nd Thursday of the month (excluding May, August, and December) from 3:30pm-5:30pm. In addition to the nine meetings, there are usually a summer and winter social. Contact Guy Occhiogrosso at guy@bellingham.com for meeting information.

Purpose: This is a non-voting ex-officio position on the Board of Directors for the Bellingham Regional Chamber of Commerce. The mission of the Chamber

is to provide a unified business voice to promote a healthy community economy

Business and Commerce Advisory Committee (non-voting member) Meets monthly. Meeting information is on the County's Boards and Commissions website <https://wa-whatcomcounty.civicplus.com/2889/Business-and-Commerce-Advisory-Committee>

Purpose: The committee will advise the Whatcom County Council on issues, including regulations and policies that could impact local businesses, industry, or economic development. The committee will report directly to the County Council as necessary to carry out the following functions: Review and provide recommendations on comprehensive plans, regulations, economic development efforts and on proposals which directly impact business and economic conditions in Whatcom County. Assist the county and provide recommendations on efforts to improve business conditions, environment and infrastructure. Assist and develop recommendations for comprehensive economic development efforts of Associate Development Organizations (ADO) and other issues impacting business in Whatcom County. Develop recommendations and strategies for ensuring the county applies a client-focused approach to support businesses with regulations, permitting, and planning.

County Finance Committee (The Council Chair is automatically a member of this committee)

Meets quarterly – Specific days and times will be available the beginning of 2021. Please contact KBThomas@co.whatcom.wa.us to verify meeting dates and location. Meetings held via Zoom until further notice.

Purpose: RCW [36.48.070](#) County finance committee—Approval of investment policy and debt policy—Rules. The county treasurer, the county auditor, and the chair of the county legislative authority, ex officio, shall constitute the county finance committee. The county treasurer shall act as chair of the committee and the county auditor as secretary thereof. The committee shall keep a full and complete record of all its proceedings in appropriate books of record and all such records and all correspondence relating to the committee shall be kept in the office of the county auditor and shall be open to public inspection. The committee shall approve county investment policy and a debt policy and shall make appropriate rules and regulations for the carrying out of the provisions of RCW [36.48.010](#) through [36.48.060](#), not inconsistent with law.

Developmental Disabilities Board

Meets every other month – 4th Monday at 4:30 p.m. starting January 25, 2021). May meeting occurs on the third Monday. (Meetings are held virtually until further notice. Please contact jillee@co.whatcom.wa.us to verify meeting dates and log-in information.

Purpose: The Board shall serve in an advisory capacity to the Health Department. The Board plans and coordinates services for individuals with developmental disabilities. Members shall include but not be limited to

representatives of public, private, or voluntary agencies, representatives of local government units and citizens knowledgeable about developmental disabilities.

**Drayton Harbor and Portage Bay Shellfish Protection District
Advisory Committees (meet together)**

Meets Quarterly on the last Wednesday of January, April, July, and October from 3 p.m. to 5:30 p.m. at the Planning and Development Services conference room (location may change to Public Works at the Civic Center for 2020)

****The Birch Bay Shellfish Protection District is not currently meeting and was dissolved in 2019.**

Purpose: Members must be property owners that reside within the Shellfish Protection District or have a direct interest from one of the following groups: Commercial Shell fishing, Agriculture, Ports, Fish Processing, Recreational Boating, Blaine City Council, or Drayton Harbor Management Committee. The board's duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Drayton Harbor watershed, the Portage Bay Watershed and to re-open or maintain rear-round shellfish harvesting.

EMS (Emergency Medical Services) Oversight Board

Meets Quarterly on the second Wednesday of the month from 2:00 – 3:00 p.m. (Anticipated meeting dates are March 10, June 9, Sept. 8 and Dec. 8, 2020) in Conference Room 514

Purpose: The Board shall with the active advise and participation of the Technical Advisory Board, make recommendations to the Whatcom County and the Cities and Fire Districts of Whatcom County regarding administration, operations, levels of service, and EMS budgets and financial reporting. The Board will be the primary organization responsible for framing the ongoing vision of an integrated and coordinated EMS system. The Board will meet at least four meetings per year (quarterly) to review the status of emergency medical services in Whatcom County and to develop recommendations.

Flood Control Zone Advisory Committee

Meets every month – 2nd Thursday at 7 p.m. (Meetings held virtually - UNLESS OTHERWISE NOTED)

Purpose: Committee assists and makes recommendations to the Flood Control Zone District Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed and the other watersheds within Whatcom County. Serves as an Ex-Officio member (non-voting).

Homeless Strategies Workgroup

Meets every two weeks. Subcommittees meet on an as-needed basis, and subcommittee participation is voluntary. Meetings are currently held remote-only via zoom. Meeting information can be found at <https://whatcomcounty.us/2748/Homeless-Strategies-Workgroup-Meeting-In>.

Purpose: The purpose of the Homeless Strategies Workgroup (HSW), is to identify additional temporary winter shelters, added capacity for year-round shelters, and additional opportunities to address the needs of the county's homeless population, as well as create a communication network for organizations to work together better. Six subcommittees (membership voluntary) include: Unsheltered, Winter/Severe Weather, Youth, Families, Funding Strategies, and Communications. HSW membership includes two (2) Whatcom County Councilmember positions.

Incarceration Prevention and Reduction Task Force

Meets monthly. Subcommittees meet monthly or every other month. Meetings are currently held remote-only via zoom. Meeting information can be found at <http://wa-whatcomcounty.civicplus.com/2188/Task-Force-Meeting-Information>

Purpose: The purpose of the Incarceration Prevention and Reduction Task Force is to continually review Whatcom County's criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individuals struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

Intergovernmental Tribal Relations Committee

Meets on an as-needed basis

This committee consists of two County Councilmembers along with an unspecified number of tribal delegates serving on an as-needed basis as a liaison committee between the Whatcom County Council and either or both of the two Native American governments in Whatcom County. Meetings are not regularly scheduled, but can be requested by either or both tribal governments, or by the County Council. Committee members shall merely act in a representative capacity, and all final decisions on behalf of Whatcom County shall be made by vote of the entire County Council as provided in the Whatcom County Charter.

C:\Users\legistar\AppData\Local\Temp\BCL Technologies\easyPDF
8\@BCL@600E7AD6\@BCL@600E7AD6.doc

LEOFF Board

Meets Monthly - 2nd Wednesday at 9 a.m.

(Meetings held via Zoom until further notice)

Purpose: Per RCW 41.26 Whatcom County administers the Whatcom County Law Enforcement Officers' and Firefighters' Plan (LEOFF) 1 Disability Board. This board has jurisdiction over the police and fire agencies in Whatcom County, excluding the City of Bellingham Police and Fire Departments. The Leoff Board reviews and approves all eligible disability and medical claims submitted by Leoff 1 members. The Rules and Procedures that govern their actions follow State Retirement System laws.

Local Emergency Planning Committee (LEPC)

Meetings are being held virtually through GoTo or Zoom. Meeting dates for 2021 are January 26, April 27, September 28 and November 23 from 1:30 – 3:30

Purpose: The LEPC was created in 1987 to fulfill local hazardous materials responsibilities designated by congress in the Superfund Amendment Reauthorization Act (SARA) Title III. The State of Washington implemented the congressional mandate with the adoption of WAC 118.

Also known as the Emergency Planning and Community Right-to-Know Act (EPCRA), the legislation requires LEPCs to develop a local hazardous materials response plan and to maintain public files that show chemical inventories of facilities regulated by the Act. The Whatcom County Sheriff's Office Division of Emergency Management and the City of Bellingham Office of Emergency Management facilitate the activities of the LEPC. The Chair of the Committee is elected annually.

It was the legislative intent of the Act that LEPCs be composed of a broad cross-section of the community including: state and local elected officials, response organizations, health officials, community groups, environmental organizations, and regulated businesses and industries.

Lummi Island Ferry Advisory Committee (LIFAC)

Work Sessions and Meetings are generally held on the second Wednesday of each month at 6 p.m. Meeting dates are subject to change with appropriate notice. Meetings are held via on-line until further notice.

One councilmember will be a designated, non-voting attendee as per the 1/28/2014 Public Works Committee Meeting. Need two alternates.

Purpose: The Committee provides review and recommendations to the Whatcom County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island. The committee also provides a forum for those who depend upon Lummi Island ferry service to voice their ideas and concerns about the ferry service.

Marine Resource Committee

Meets Monthly – 1st Thursday of the month from 5pm-7pm. (meetings held at the Civic Center Building - Garden level Conference Room unless otherwise noted)

Purpose: The Whatcom County marine resource committee will address local marine issues and recommend remedial action to local authorities. The committee will build local awareness of issues, and gather support for remedies consistent with the benchmarks for performance as established in the August 20, 1998 report to the conveners by the Murray-Metcalf northwest straits citizens' advisory commission.

North Sound Behavioral Health Administrative Services Organization Board of Directors

Meets Monthly - 2nd Thursdays starting at 12:30 p.m. - Governance & Operations Committee (12:30-1:30 p.m.), Regular Board of Directors Meeting (1:30-3 p.m.) (meetings held at 2021 College Way, Suite 110 in Mt. Vernon)

Purpose: North Sound Behavioral Health Administrative Services Organization oversees Crisis Services (mental health and substance use disorder) for the non-Medicaid system.

Mission Statement of NSBHO

Empowering individuals and families to improve their health and well-being.

Vision of the North Sound BHO

A system of care that is shaped by the voices of our communities, and people using behavioral health services. The people who work in this system are competent, compassionate, and empowering and supportive of personal health and wellness.

Northwest Clean Air Agency

Meets Monthly - 2nd Thursday at 1:30 p.m. (will not meet January and July) (meetings held via Zoom until further notice)

Purpose: The Northwest Clean Air Agency's seven member Board of Directors establishes policies and oversees agency operations. The Board is comprised of a representative from each of the three counties, a representative from each of the three largest cities -- Bellingham, Mount Vernon and Oak Harbor -- and a Member-at-Large selected by the other six members.

Northwest Regional Council

Meets three times a year – Thursdays at 10 a.m. generally in April, July or August, and December (*meetings held via GoTo Meeting*)

Purpose: The Northwest Regional Council (NWRC) has been serving the people of Island, San Juan, Skagit and Whatcom Counties since 1971. They are governed by a board of directors that is composed of two elected officials from each member county. Efforts are concentrated in funding and/or providing community-based programs to help elders, people with disabilities, and people living with behavioral health disorders live in their own homes and communities for as long as possible, postponing or eliminating the need for institutional care.

Opportunity Council (OC)

Meets Monthly – 4th Thursday at 4 p.m. (November & December are generally combined into one meeting, and the board does not generally meet in July)

Purpose: The Opportunity Council (OC) creates innovative, collaborative solutions and partnerships to meet the needs of disadvantaged person in our communities. Development and Executive staff provide technical assistance, planning, strategic development, financial and organizational direction, leadership on agency-wide systems, and the political and institutional relationships vital to the future of the agency and communities.

The OC plays a key role in the development and ongoing operations of many local, state and national groups that improve the lives of low-income, homeless and disadvantaged persons.

Public Defense Advisory Committee

Meets once per year

Purpose: The Committee shall submit its observation of the public defender system to the Executive and the County Council not less than annually.

Public Health Advisory Board

Meets January 7th 2021, then the 1st Thursday of every other month at 7 a.m. Meetings are held at the Health Department Administrative Conference Room, 509 Girard Street

Purpose: The Board shall serve in an advisory capacity to the Health Board and the Health Department Director on all issues related to the County Health Department and its programs. Members are residents of the county, and appointed by the Executive, subject to the County Council confirmation; except that one member is appointed by County Council for a term of one calendar year.

Reserve Officers Board of Trustees

Meets: Thursday, September 16, 2021 at 3:00 PM in the Sheriff's Office conference room. Special meetings may also be called as needed during the year.

Purpose: A municipality that adopts appropriate legislation extending the relief provisions of this chapter to its reserve officers shall create a reserve officer board of trustees to administer this chapter composed as follows: (1) A county reserve officer board of trustees shall consist of the following five members: (a) **Two members of the county legislative authority** (b) the county auditor, or their designees; (c) the sheriff; and (d) one reserve officer who is elected by reserve officers of the county for an annual one-year term.

Solid Waste Advisory Committee

Meets Quarterly – 4th Thursday of the first month of each quarter unless otherwise notified (2021 dates are January 28, April 22, July 22 and October 28) from 5:30-7:00 p.m. (meetings held in the downstairs Garden Room at the Civic Center, at 322 North Commercial St., Bellingham.)

Purpose: As per RCW 70.95 and WCC 2.78, the Solid Waste Advisory Committee is established to be comprised of a county-wide group of representatives of citizens, public interest groups, business, the waste management industry, and local elected public officials to provide for coordination and information exchange between the groups about solid waste issues and to provide ongoing public input and advice to Whatcom County on solid waste management issues to prevent land, air, and water pollution and conserve the natural, economic, and energy resources.

Whatcom Council of Governments (WCOG)

Note: The councilmember chosen to be the Executive Pro-Tempore may not serve as the representative on this board since that person may have to fill in for the Executive in his role with WCOG.

Meets every other month – typically 2nd Wednesday at 3:30 p.m. (Two representatives from County Council – Both will serve on the Council Board and one of the two will also serve on the Executive Committee & Transportation Policy Board, neither can be the

County’s Executive Pro-Tempore) First meeting scheduled January 20, 2021. (meetings held at 314 E. Champion)

Purpose: Whatcom Council of Governments is a body of representatives, mostly elected officials that act together in reviewing and solving regional issues. They are supported by a small staff. Much of the work accomplished relates to transportation issues of every kind.

The Washington State Governor has reposed special trust in the WCOG by designating it as both the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Organization (RTPO). Local elected officials make decisions about roads and other transportation topics as members of this organization.

**WSAC Board Member as Alternate
(Washington State Association of Counties Board of Directors)
Meets generally four times each year (usually February, May,
September, and November)
For 2021:**

Date	Day	Tentative Time(s)	Location
February 3, 2021	Wednesday	1:00 p.m. – 5:00 p.m.	Virtual Meeting
May 5, 2021	Wednesday	5:00 p.m. – 8:00 p.m.	TENTATIVE:
Planning Meeting May 6, 2021	Thursday	9:00 a.m. – 5:00 p.m.	Alderbrook
May 7, 2021	Friday	8:00 a.m. – Noon	Mason County Union, Washington
September 16, 2021	Thursday	8:30 a.m. – Noon	TENTATIVE:
			Hal Holmes Center Kittitas County Ellensburg, Washington
November 16, 2021	Tuesday	Noon – 3:00 p.m.	WSAC Annual County Leaders Conference Davenport Grand Spokane County Spokane, Washington

Purpose: The Washington State Association of Counties’ Board of Directors is charged with the “general supervision over the affairs of the Association...” WSAC bylaws provide for the following representation on the WSAC Board of Directors: “(e) *One representative and an alternate, who is an Active Member, from each county of 180,000 population or greater.*” The Association bylaws will be provided to the appointed alternate.

**WSAC Coastal Counties Caucus
Convenes as issues arise, which has been about 4 times/year with 2 weeks notice.**

Purpose: Create a forum of county staff within the 14 Coastal Counties to interact, discuss, engage and recommend WSAC positions on issues relating to the waters of Puget Sound, Hood Canal and the Pacific Ocean.

**WSAC Timber Counties Caucus
Typically meets quarterly, no set 2021 dates, 2 weeks notice given**

Purpose: Interact, discuss, engage and recommend WSAC positions on issues relating to: Federal land management, BLM and US Forest Service, Dept. of Natural Resources management of state forest lands, Forest Practices Board

regulation and their impacts on counties, wildland fire control and management. Maintain open communications and interaction with DNR, Forest Practices Board, The Board of Natural Resources, the US Forest Service, the Bureau of Land Management we well as the stakeholders associated with these entities.

WSAC Legislative Steering Committee

(Washington State Association of Counties)

All meetings will be held each Friday, through the end of April, beginning January 8th. 1 hour sessions, 2 hour sessions w/ speakers. All meetings held via Zoom

Purpose: The Legislative Steering Committee is responsible to prepare and recommended a proposed legislative program for consideration of the membership at the Annual Meeting.

The Legislative Steering Committee shall monitor events of each legislative session and shall be empowered to adopt policy relating to legislation, executive branch policies and operation, and the activities of other organizations and associations.

WHAT-COMM/Prospect Communications (911) Administrative Board (The Chair of the Finance Committee is the representative for this board) Meets 3 times per year, on the last Thursday of January, May and September, 1-3pm (location to be announced) and special meetings may occur as needed.

Purpose: The Board is authorized to establish broad policy guidelines for the operation of the What-Comm and Prospect Communication Centers; authorize the financial contributions of the participating user groups; approve new agencies who wish to join; serve as final resolution for policy disputes; and locate and lease facilities for the Centers.

Members include 9 voting members; the Whatcom County Executive; the Whatcom County Sheriff; the City of Bellingham Mayor; the Chairperson of the County Council Finance Committee; the Chairperson of the Bellingham City Council Public Safety Committee; the City of Bellingham Police Chief, one elected mayor or council person to represent the general authority law enforcement agencies of the various county cities, to be selected by the mayors of those cities; one elected fire commissioner to represent all of the rural fire districts, chosen by them; and one Fire Chief from the Whatcom County Fire Chief's Association, to be chosen by them. The City of Bellingham Fire Chief serves as a non-voting member.

Whatcom Transportation Authority (WTA)

Meets Monthly - 3rd Thursday at 8 a.m. (*Meetings held via Zoom until further notice*)

Executive Committee Meets Monthly - 2nd Thursday at 8 a.m. (*will not meet in January*) *Meetings held via Zoom until further notice*

Purpose: The Board concurs and approves all matters pertaining to the running of the WTA. Any item over \$150,000 must be brought to the Board for approval. In addition, the board member attends the Executive Committee meeting **listed above**. The Board discusses the following: route changes; services offered to the public, service planning; major personnel issues; labor negotiation issues; fiscal issues; funding issues; capital expenditures; major purchases; grants and contracts.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-118

File ID:	MIN2020-118	Version:	1	Status:	Agenda Ready
File Created:	12/02/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Committee of the Whole for November 24, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Draft Minutes Committee of the Whole Nov 24 2020

**Whatcom County
Council Committee of the Whole**

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010



Committee Minutes - Draft Minutes

VIRTUAL MEETING - MAY BEGIN EARLY;
ENDS NO LATER THAN 5 P.M.

Tuesday, November 24, 2020

2:40 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 2:41 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Committee Discussion

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

Erika Lautenbach, Health Department Director, presented information on the screen and updated the Councilmembers on the following:

- Growth of COVID-19 cases, hospitalizations, and testing
- Trends of COVID-19 cases, hospitalization, testing, and test positivity in both Whatcom and other counties
- A new single winter testing site in Lynden
- Whatcom County Health Department Testing prioritization

She answered questions about whether the Health Department will be able to keep up with the need for testing at one facility, where the breaking point is of the trends and what the plan is if we hit it, whether there is data that suggests that the virus is spreading in businesses that have recently been closed by government restrictions, whether it would be possible to issue and communicate data on transmission scenarios, whether the marketing campaign through Western Washington University has started and whether it should be targeted to a different audience, what parents can expect regarding sending children back to school, the status of County staff being back at work and whether any could be used to support the Health Department, the limiting factors on testing at the moment and whether there is anything the County can do to make the testing process more efficient, whether there is any alternative location to the single Lynden testing site, whether the Health Department is billing health care insurance for people getting tested but paying for people who do not have it, whether there has been an outbreak in the homeless population or concern about cases in the tent encampment site at Bellingham City Hall, whether family practitioners are still testing, whether there is a website that would guide people to the most appropriate testing site, whether people who will be traveling get a document to let them know if their test was positive or not, limiting who can be tested by the Health Department, and what is needed from the

Council at this time.

Anne Deacon, Health Department, answered whether base camp is full and why the population in the tent encampment is not being asked to go to base camp.

Buchanan shifted the discussion to the housing aspect of this agenda item.

Anne Deacon, Health Department, updated the Councilmembers on co-locating shelter services with isolation and quarantine at the Byron Street facility and the need to have two separate operations in order to qualify for reimbursement from FEMA. They are looking at costs to accomplish the task, how they will pay for it, and whether it is a good return on the investment since there would only be 15 rooms that could be used for shelter. She answered why quarantined guests at the Byron Street facility are treated differently than other people that test positive for COVID-19 by having a perimeter fence and a facility consultant, whether the County is requiring them to be there, and who is using the facility for isolation.

Buchanan updated Councilmembers on a recent Homeless Strategies Workgroup discussion about tiny home pallet shelters.

Tyler Schroeder, Executive's Office, spoke to the Councilmembers about procurement and administrative details they have been working out with the City of Bellingham. Once the site and operator are found and a plan is developed, they would be able to use those emergency preparations and emergency contracting methods to purchase sheltering for those locations. He answered whether there is a closing date on the Request for Quotations (RFQ) for an operator for safe encampments, the funding that can be utilized for the shelters and how the County can get money for reimbursable expenses.

Councilmembers continued to discuss the item, recommendations of the Homeless Strategies Workgroup, and moving forward in two phases of getting something on the ground in the short term then following up to provide longer term temporary housing. Councilmembers concurred that they will come back to this discussion later.

This agenda item was DISCUSSED.

2. [AB2020-484](#) Discussion of the County Executive's recommended 2021-2022 Biennium Budget
This item was not discussed.

This agenda item was DISCUSSED.

3. [AB2020-345](#) Discussion of proposed Cherry Point amendments

Eddy Ury, Re Sources, started introductions of participants but in the interest of time, Buchanan asked that he skip the introductions. He briefed the Councilmembers and shared the Joint-Stakeholder Proposed Revisions on the screen:

Approximate Timestamp: 01:56:51

The following people discussed the document with Councilmembers and answered questions including whether there is consensus in the group on the proposed revisions and an update on discussions about greenhouse gas emissions:

- Eddy Ury
- Pam Brady, BP
- Tim Johnson, Phillips 66

Approximate Timestamp: 02:02:37

Councilmembers and the following people discussed what work still needs to be done by the Stakeholder group:

- Eddy Ury
- Brad Brown, Philips 66
- Matt Aamot, Planning and Development Services Department

Approximate Timestamp: 02:07:44

Councilmembers and the following people discussed possible dates for at least one more work session on December 8th or another day that week or the next week:

- Eddy Ury
- Dana Brown-Davis, Clerk of the Council

This agenda item was DISCUSSED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 5 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-119

File ID:	MIN2020-119	Version:	1	Status:	Agenda Ready
File Created:	12/04/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Regular County Council for November 24, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Draft Minutes Council Nov 24 2020

Whatcom County Council

**COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010**



Minutes - Draft Minutes

**VIRTUAL MEETING - VIEW ONLINE; AGENDA REVISED 11.23.2020
AND 11.24.2020**

Tuesday, November 24, 2020

6 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 6 p.m. in a virtual meeting.

He shared that today is his and Elenbaas' birthdays.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, did not have a report but wished the two Councilmembers a happy birthday.

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded by Byrd (see votes on individual items below).

1. [MIN2020-105](#) Committee of the Whole Executive Session for October 27, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [MIN2020-108](#) Committee of the Whole for October 27, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [MIN2020-109](#) Regular County Council for October 27, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

4. [MIN2020-110](#) Special Council for November 2, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

5. [MIN2020-111](#) Special Council Budget Work Session for November 5, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

6. [MIN2020-112](#) Special Council Budget Work Session for November 12, 2020

Donovan moved and Byrd seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

PUBLIC HEARINGS

Council staff played a short video about how to speak at the meeting.

1. [AB2020-466](#) Ordinance amending Whatcom County Code Section 1.14, adjusting Precinct Boundary Lines and Precinct Maps

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Byrd moved and Donovan seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-060

2. [AB2020-447](#) Ordinance adopting the Six-Year Capital Improvement Program (CIP) for Whatcom County Facilities (2021-2026) and repealing the Six-Year CIP for Whatcom County Facilities (2019-2024)

Tyler Schroeder, Executive's Office, briefed the Councilmembers.

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Byrd moved and Frazey seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-061

3. [AB2020-490](#) Ordinance authorizing the 2021 Whatcom County Unified Fee Schedule

Tyler Schroeder, Executive's Office, did not speak on this item but pointed out for members of the public that the budget agenda item is AB2020-524 and will come up later in the meeting.

Dana Brown-Davis, Clerk of the Council, clarified which version of the Ordinance they were voting on.

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Byrd moved and Frazey seconded that the SUBSTITUTE Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2020-062

4. [AB2020-491](#) Resolution adopting 2021 budget for the Point Roberts Transportation Benefit District (Council acting as the governing body of the Point Roberts Transportation Benefit District)

Buchanan opened the Public Hearing and the following person spoke:

- Tom O'Breien

Hearing no one else, Buchanan closed the Public Hearing.

Byrd moved and Donovan seconded that the Resolution Requiring a Public Hearing be approved.

The following people discussed the item with Councilmembers and answered questions:

- Jim Karcher, Public Works Department
- Satpal Sidhu, County Executive
- Jon Hutchings, Public Works Department Director

Staff answered whether this needs to be approved tonight or if it can be approved in January, whether a staff member is currently going up to Point Roberts or if everything is now remote, whether we have a ledger of the amount of time that was used and what was spent in association with the contract, whether meetings could be attended virtually in the future instead of in person, the deadline for approving this item and whether it needs to be approved with the entire budget package, and incorporating budget deadlines going forward so the Point Roberts Community Advisory Committee (PRCAC) can start figuring out what they want to use this fund for and have time to make recommendations to the Council.

Byrd's motion that the Resolution Requiring a Public Hearing be APPROVED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: RES 2020-049

Councilmembers and Sidhu continued to discuss the item after the vote and why Byrd and Elenbaas voted against it.

5. [AB2020-493](#) Resolution adopting the 2021 budget for the Whatcom County Flood Control Zone District and Subzones (Council acting as the Flood Control Zone District Board of

Supervisors)

Jon Hutchings, Public Works Department Director, stated he did not have a report.

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Donovan moved and Frazey seconded that the Resolution (FCZDBS) Requiring a Public Hearing be approved.

Elenbaas spoke about working toward managing our river more and directing some of this funding to different areas in the future.

Donovan's motion that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2020-050

6. [AB2020-509](#) Ordinance authorizing the levy of taxes for County and State purposes in Whatcom County, Washington, for the year 2021

Brad Bennett, Administrative Services Department answered questions about the difference between AB2020-511 and this item and whether they are both legally required.

Buchanan opened the Public Hearing and, hearing no one for this item, closed the Public Hearing.

Tyler Schroeder, Executive's Office, clarified what this item is addressing.

Kershner moved and Frazey seconded that the Ordinance Requiring a Public Hearing be adopted.

Councilmembers discussed the motion and Bennett answered why Exhibit A is not currently presented with the Ordinance.

Dana Brown-Davis, Clerk of the Council, answered a question about the agenda packet and which versions Councilmembers can use.

Councilmembers continued to discuss the motion and the Resolution with

Bennett and Satpal Sidhu, County Executive. They discussed the consequences if this is not approved, how the levy rate is figured, how the rate affects the amount of property taxes owed and whether those assessments will generate a lot of new revenue in the end because of the levy rate, and voting on the item without all the information since it just gives the Administration authority to levy taxes.

Kershner's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Byrd

Enactment No: ORD 2020-063

7. [AB2020-510](#) Ordinance authorizing the Levy of Taxes for Countywide Emergency Medical purposes for 2021

Buchanan opened the Public Hearing and the following person spoke:

- Frank James asked about the levy for the Chuckanut Community Forest Park District and when he would have an opportunity to speak about that.

Steve Oliver, County Treasurer, clarified that the EMS levy is a property tax levy and not sales tax as stated by Buchanan.

Hearing no one speak on this item, Buchanan closed the public hearing.

Donovan moved and Frazey seconded that the Ordinance Requiring a Public Hearing be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-064

8. [AB2020-511](#) Ordinance limiting the General Fund property tax levy

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Browne moved and Kershner seconded that the Ordinance Requiring a

Public Hearing be adopted.

Councilmembers discussed the motion and whether they should take the banked capacity.

The following people spoke and answered questions:

- Brad Bennett, Administrative Services Department
- Satpal Sidhu, County Executive
- Tyler Schroeder, Executive's Office

They discussed whether there are things they can do within the budget to balance the budget without raising taxes, what would happen if this is not approved, what other ideas for the budget have been discussed, and whether our ending fund balance has been within normal parameters this year.

Browne's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 4 - Browne, Buchanan, Elenbaas, and Kershner

Nay: 3 - Byrd, Donovan, and Frazey

Absent: 0

Enactment No: ORD 2020-065

9. [AB2020-512](#) Ordinance authorizing the Levy of Taxes for County Conservation Futures Purposes for 2021

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Donovan moved and Frazey seconded that the Ordinance Requiring a Public Hearing be adopted.

Tyler Schroeder, Executive's Office, answered questions about the conservation futures fund balance, whether any of the money in this account can be moved to another fund, whether the funds can be used to help quantify our aquifer, whether they can be used to purchase land in the Lake Whatcom watershed for preservation of water quality, whether the funds could be used to facilitate a reservoir that could augment stream flows at low times of the season, the ending balance of the fund, how much is collected, and using the funds for salmon preservation which would tie into instream flows.

Donovan's motion that the Ordinance Requiring a Public Hearing be

ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-066

10. [AB2020-513](#) Ordinance authorizing the Levy of Taxes for road purposes for 2021

Jon Hutchings, Public Works Department Director, stated he did not have a report but was available to answer questions.

Buchanan opened the Public Hearing and the following person spoke:

- Joshua Levinson

Hearing no one else, Buchanan closed the public hearing.

Frazey moved and Kershner seconded that the Ordinance Requiring a Public Hearing be adopted.

Hutchings answered whether the transfer from the Road Fund into the General Fund is a new transfer or if it is carried over from previous years.

Frazey's motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-067

11. [AB2020-514](#) Resolution authorizing the levy of taxes for the Whatcom County Flood Control Zone District for 2021 (Whatcom County Council acting as the Whatcom County Flood Control Zone District Board of Supervisors)

Buchanan opened the Public Hearing and, hearing no one, closed the Public Hearing.

Donovan moved and Kershner seconded that the Resolution (FCZDBS) Requiring a Public Hearing be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-051

12. [AB2020-504](#) Ordinance in the matter of the adoption of the final budget of Whatcom County for the Biennium 2021-2022

Buchanan opened the Public Hearing and the following people spoke:

- Kendra Cook
- Sally Mickley
- Tom O'Breien
- Josh (last name not given)
- Roberta Hochreiter
- Kaianui Rapaport
- Markis Dee Stidham
- Melissa Wisener
- Heather Katahdin
- Eve Smason-Marcus
- Katelyn Holmes
- Margie Martin
- Will (last name not given)
- Krista Rome
- Paul Myers

Hearing no one else, Buchanan closed the Public Hearing.

Browne moved and Frazey seconded that the substitute Ordinance Requiring a Public Hearing be adopted.

Councilmembers discussed the item with the following people:

- Bill Elfo, Sheriff
- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive

They discussed the motion, the status of the corrections deputies' positions and whether there are still any that are unfunded and why, how the head count of employees for the Sheriff's Office is changing as listed in the document showing position control changes (Exhibit C), whether there is projected to be more funding at the end of this biennium than the beginning of the last biennium and the same number of Full-Time Equivalent (FTE) positions in the Sheriff's Office, whether they are maintaining the number

of FTEs and not de-funding them, whether there will be County staff lay-offs associated with the budget, whether the 199 funded Sheriff's positions (with the three that they added back) is the same number of actual positions they had at the end of last year, whether funding for additional shelter capacity is included in this budget or whether that is something they can pursue going forward without CARES Act dollars, and budgeted versus actual spending.

Browne's motion that the SUBSTITUTE Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2020-068

13. [AB2020-520](#) Ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point urban growth area, the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point

Buchanan opened the Public Hearing and the following people spoke:

- Lane McIlvoy
- Pam Brady
- Barney Smith
- Trevor Smith
- Miguel Perry
- Brel Froebe
- Will Marks
- Josh Levinson
- Andrew Gamble
- Todd Taylor
- Dirk Vermeeren
- Eddy Ury
- Tyler Occhiogrosso
- Patrick Alesse
- Markis Dee Stidham

Hearing no one else, Buchanan closed the Public Hearing.

Frazey moved and Donovan seconded that the Ordinance Requiring a Public

Hearing be adopted.

Councilmembers discussed the motion and the difference between an emergency moratorium and an interim Ordinance.

Frazeys motion that the Ordinance Requiring a Public Hearing be ADOPTED carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

Enactment No: ORD 2020-069

OPEN SESSION (20 MINUTES)

Buchanan opened the Open Session and the following people spoke:

- Frank James spoke about the levy of taxes for the Chuckanut Community Forest Park District. He stated that the district passed a levy and sent it to the Council and that is not moving forward. He asked about the current status of this issue since there will not be a hearing on it and he asked about the process.

Buchanan paused the Open Session and Councilmembers discussed the process for addressing comments during Open Session and answering Mr. James' question about a request to amend the amount of the levy.

Buchanan opened the Open Session again and the following people spoke:

- Markis Dee Stidham spoke about the tent encampment on the City of Bellingham lawn and funding shelter.
- Josh Levinson spoke about making space for tiny homes and affordable housing options.
- Tom O'Breien spoke about AB2020-546 Ordinance amending Whatcom County Code 2.98, Point Roberts Community Advisory Committee, to revise membership and meeting procedures to broaden representation and improve transparency and Council collaboration with Point Roberts.
- Bill Geyer spoke about AB2020-472 Resolution certifying amounts to be levied by Whatcom County taxing districts to the County Assessor and specifically the Chuckanut Community Parks District.
- Brel Froebe spoke about using CARES Act dollars to buy shelter options.

- Will Marks spoke about getting as many pallet shelters as possible.
- Health Katahdin spoke about safe locations and operators to give adequate winter shelters.
- Wendy Harris spoke about funding the wildlife risk reduction program and a prioritized system for alternatives to burning.
- Larry Horowitz spoke about the tax levy for the Chuckanut Community Forest Park District.
- Bob Carmichael spoke about the tax levy for the Chuckanut Community Forest Park District.
- Eddy Ury spoke about a resolution passed by the Planning Commission to create a citizen advisory body to address the issue of public participation in local government affairs.

Hearing no one else, Buchanan closed the Open Session.

OTHER ITEMS (part one)

Donovan moved to consider Other Items number 4 (AB2020-472) out of order. The motion was seconded by Frazey.

The motion carried by the following vote:

Aye: 7- Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd, and Donovan

Nay: 0

4. [AB2020-472](#) Resolution certifying amounts to be levied by Whatcom County taxing districts to the County Assessor

Donovan moved to approve the proposal as stated. The motion was seconded by Browne.

Councilmembers discussed the motion to approve the substitute Resolution, the Council's authority to interfere with the affairs of an elected district and whether they should wait until November 30, 2020 to make a decision.

Donovan's motion that the SUBSTITUTE Resolution be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

Enactment No: RES 2020-052

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported for the Finance and Administrative Services Committee and *moved* to approve Consent Agenda items 1 through 14.

Frazey suggested that when the Administration gives out money they make sure to include the following change of the language in the contract with bold font:

Upon receipt of the contract please be sure to read through all of the contractual obligations including the non-discrimination clause.

She also suggested the groups who are getting money should know that the non-discrimination clause is there and that if the agency is known to go against that or does not comply they need to give the money back.

Satpal Sidhu, County Executive, answered whether that language is already included in the contracts and Councilmembers discussed the suggestion.

Councilmembers voted on the Consent Agenda items (see votes on individual items below).

1. [AB2020-528](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington Traffic Safety Commission for overtime funding to conduct high visibility enforcement (HVE) traffic safety emphasis patrols to address impaired driving, distracted driving, and motorcycle safety, in the amount of \$7,800.00

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

2. [AB2020-529](#) Resolution ordering the cancellation of unredeemed checks (warrants) more than one year old

Byrd moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2020-053

3. [AB2020-530](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Compass Health to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$157,721

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

4. [AB2020-531](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Lighthouse Mission Ministries to extend the contract for two months in the amount of \$51,543 for a total amended contract amount of \$347,443

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

5. [AB2020-532](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Washington State Health Care Authority to support Medicaid related outreach and linkage activities to Whatcom County residents

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

6. [AB2020-533](#) Request authorization for the County Executive to enter into a contract between Whatcom County and SeaMar Community Health Services to provide operational support of the Whatcom County COVID-19 Temporary Housing Facility, in the amount of \$238,650

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

7. [AB2020-534](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections to support a marketing campaign aimed at stimulating and supporting economic health and recovery of small businesses in Whatcom County, in response to COVID-19, in the amount of \$160,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

8. [AB2020-537](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Opportunity Council to provide reimbursement for COVID-19 related operations and prevention expenditures, in the amount of \$35,000 for a total amended contract amount of \$308,500

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

9. [AB2020-539](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Sargent Engineers, Inc. to increase the original contract amount of \$45,000 by \$30,000 for a new amount not to exceed \$75,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

10. [AB2020-540](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Trantech Engineering, LLC to increase the original contract amount of \$45,000 by \$45,000 for a new amount not to exceed \$90,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

11. [AB2020-541](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to update the Whatcom County Natural Hazard Mitigation Plan, in the amount of \$75,000

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

12. [AB2020-547](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Bellingham School District for reimbursement of eligible COVID-related technology expenses, in the amount of \$449,185

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

13. [AB2020-548](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Ferndale School District for reimbursement of eligible COVID-related PPE and technology expenses, in the amount of \$186,000

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

14. [AB2020-550](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and SeaMar Community Health Services in the amount of \$506,546.46 for a total amended contract amount of \$1,619,708

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

OTHER ITEMS (part two)

(From Council Finance and Administrative Services Committee)

1. [AB2020-494](#) Ordinance amending the 2020 Whatcom County Budget, request no. 21, in the amount of \$316,676

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-070

2. [AB2020-495](#) Ordinance establishing the Shallow Shore Culvert Relocation Fund and establishing a project based budget for the Shallow Shore Culvert Relocation Fund

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-071

3. [AB2020-496](#) Ordinance amending the project budget for the Public Safety Radio System Fund, request no. 2

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-072

5. [AB2020-545](#) Request authorization for the County Executive to enter into a Transfer Option Agreement between Whatcom County and Opportunity Council for the transfer of property located at 1000 North Forest Street for the purposes of developing 60 permanently affordable homes for seniors

Byrd reported for the Finance and Administrative Services Committee and *moved* that the substitute Contract be authorized.

Tyler Schroeder, Executive's Office, answered whether by approving this the Council is approving the negotiations to begin for the project and whether they will hear back on whatever Exhibit A is before moving forward.

Dana Brown-Davis, Clerk of the Council, clarified that she did not send a new version to them that reflected the amendment made in Committee so Byrd read the amendment into the record.

Councilmembers continued to discuss the item with Schroeder and Satpal Sidhu, County Executive.

Byrd's motion that the substitute Contract be AUTHORIZED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

(From Council Public Works and Health Committee)

6. [AB2020-431](#) Resolution affirming racism as a Public Health Crisis

Frazey reported for the Public Works and Health Committee and *moved* that the substitute Resolution be approved.

Councilmembers discussed the substitute Resolution and the motion.

Frazey's motion that the SUBSTITUTE Resolution be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2020-054

ITEMS ADDED BY REVISION

Buchanan asked Donovan if he would be willing to put AB2020-566 off until December 8, 2020.

Donovan moved to postpone AB2020-566 until December 8 and move AB2020-556 into the introduction section of this agenda. The motion was seconded by Byrd.

The motion carried by the following vote:

Aye: 7 - Frazey, Kershner, Browne, Buchanan, Byrd, Donovan, and Elenbaas

Nay: 0

1. [AB2020-556](#) Ordinance amending the 2020 Whatcom County Budget, request no. 22, in the amount of \$3,524,769
See action on AB2020-556 below.
2. [AB2020-566](#) Resolution affirming confidence in election results

Donovan moved and Byrd seconded that the Resolution be HELD. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

INTRODUCTION ITEMS

Donovan moved to introduce items 1 through 7 and AB2020-556. The motion was seconded by Byrd (see votes on individual items below).

1. [AB2020-524](#) Ordinance creating a Child and Family Well-Being Task Force

Donovan moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [AB2020-535](#) Ordinance amending the project budget for the E. Smith/Hannegan Road Intersection Improvements Fund, request no. 1

Donovan moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [AB2020-536](#) Ordinance amending the project budget for the Marine Drive, Locust Ave to Alderwood Ave, Reconstruction Fund, request no. 1

**Donovan moved and Byrd seconded that the Ordinance be INTRODUCED.
The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

4. [AB2020-542](#) Ordinance amending Silver Lake Park Improvement Fund, request no. 2

**Donovan moved and Byrd seconded that the Ordinance be INTRODUCED.
The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

5. [AB2020-543](#) Ordinance amending the 2021 Whatcom County Budget, request no. 1, in the amount of \$14,781,015

**Donovan moved and Byrd seconded that the Ordinance be INTRODUCED.
The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

6. [AB2020-546](#) Ordinance amending Whatcom County Code 2.98, Point Roberts Community Advisory Committee, to revise membership and meeting procedures to broaden representation and improve transparency

**Donovan moved and Byrd seconded that the Ordinance be INTRODUCED.
The motion carried by the following vote:**

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

- 7. [AB2020-552](#) Appointment to Drainage Improvement District #7, Supervisor Position 3 - Applicant(s): Rod Stump

Donovan moved and Byrd seconded that the Council Appointment Requiring Introduction be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

- 1. [AB2020-556](#) Ordinance amending the 2020 Whatcom County Budget, request no. 22, in the amount of \$3,524,769

Donovan moved and Byrd seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and updates on recent activities and upcoming events.

Satpal Sidhu, County Executive thanked the Council for approving the budget.

ADJOURN

The meeting adjourned at 12:23 a.m. on Wednesday, November 25, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-120

File ID:	MIN2020-120	Version:	1	Status:	Agenda Ready
File Created:	12/04/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Health Board for December 1, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Draft Minutes Health Board Dec 1 2020

Whatcom County Council as the Health Board

**COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010**



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Tuesday, December 1, 2020

10 AM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 10:01 a.m. in a virtual meeting.

Roll Call

Present: 6 - Rud Browne, Barry Buchanan, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: 1 - Tyler Byrd

Public Comment

Buchanan opened the Public Comment period and hearing no one, closed the public comment period.

Director and Health Officer's Report

Erika Lautenbach, Health Department Director, stated that she had nothing new to report.

Greg Stern, Health Department, updated the Councilmembers on the following:

- A surge in cases of COVID-19 as reported by the Department of Health
- The Health Department's work with the school superintendents concerning school operations

He answered when he thinks a vaccine will be coming to Whatcom County and described the prioritization of administration. He also answered a question about the risk of an adverse side effect of the vaccine and the risk of vaccinating one entire segment of the population with the same vaccine.

Public Health Advisory Board 2021 Priorities

[AB2020-567](#) Update by Public Health Advisory Board on 2021 Priorities

Chi-Na Stoane, Public Health Advisory Board (PHAB), briefed the Councilmembers and spoke about the members of the board and how they contribute to the ideas of the board.

She described two of the topics they will focus on:

- Children and family well-being, including the Child and Family Task Force
- Racial inequities

She spoke about the Resolution affirming racism as a Public Health Crisis that was recently approved by the Council and the Health Board's role in supporting its action items.

Sterling Chick, PHAB Vice Chair, spoke about the focus on child and family well-being, the history of a movement to make children and families a priority on the State and County level, the Child and Family Task Force, and the effects of the COVID-19 crisis on children and adults compared to other disasters.

Stoane stated the other issues the PHAB will be covering are the impacts of COVID-19 on vulnerable populations, post-COVID-19 recovery, and public funding and support.

Lautenbach spoke about the desire to make progress on the Community Health Improvement Plan, she stated that the county has fallen backwards in a lot of health indicators in our community, and spoke about work with local jurisdictions to make a case for sustained funding for the future to deal with challenging problems that the community faces.

Kershner spoke about the issue of seniors in the community and Lautenbach and PHAB members including Stoane, Chick, and Steve Bennett answered questions about what other issues came up as potential priorities, and what Council support for resources in relation to the racial equity priority might look like.

Kershner moved to accept the priorities that the PHAB has identified for 2021. The motion was seconded by Donovan.

The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 1 - Byrd

This agenda item was DISCUSSED AND MOTION(S) APPROVED.

Update on Well-being of Young Children and Families

[AB2020-569](#) Update on Well-being of Young Children and Families

The following people gave a presentation (on file):

- Astrid Newell, Health Department
- Judy Ziels, Health Department

- Debora Haney, Bellingham Public Schools
- Amy Hickel, Opportunity Council
- Chris D'Onofrio, Health Department
- Sterling Chick, Public Health Advisory Board (PHAB) Vice Chair

They answered questions about whether there is data for tracking the origin of families in the school districts that are falling behind to know if they were based here or have moved here, an estimate of how many people are behind on rent and by how many months, whether those people are negotiating on their own with their landlords or whether there is a process in place to assist them, and how many months of CARES Act help there has been for renters.

This agenda item was PRESENTED AND DISCUSSED.

Items Added by Revision

There were no agenda items added by revision.

Other Business

Browne spoke about emotional exhaustion and burnout and asked whether there has been discussion regarding burnout among the County Health Department staff and what can be done about it.

The following people discussed with Councilmembers and described what they have been doing in that regard:

- Erika Lautenbach, Health Department Director
- Astrid Newell, Health Department

Adjournment

The meeting adjourned at 11:42 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-121

File ID:	MIN2020-121	Version:	1	Status:	Agenda Ready
File Created:	12/11/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Committee of the Whole for December 8, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Draft Minutes Committee of the Whole Dec 8 2020

Whatcom County Council Committee of the Whole

**COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010**



Committee Minutes - Draft Minutes

**VIRTUAL MEETING - VIEW ONLINE;
(CHERRY POINT DISCUSSION SCHEDULED FROM 3 - 5 P.M.)
(AGENDA REVISED 12.8.2020)
Tuesday, December 8, 2020**

12:45 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 12:53 p.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Special Presentation

Committee Discussion

1. [AB2020-219](#) Discussion and update on strategies and other items related to COVID-19 (Council and Health Board)

Erika Lautenbach, Health Department Director, briefed the Councilmembers on the following:

- An increase in COVID-19 case counts in the county
- The rate of cases in different age groups, areas of the county, and exposure settings
- Three deaths that were removed from the county's count due to a data processing error, and
- Vaccine planning and continued work on medical surge

Dr. Karlapudi, Chief Medical Officer of Peace Health Northwest, briefed the Councilmembers about the following:

- The COVID-19 disease itself and how it compares to the flu
- A visual insight into how things look at the hospital and how that works in coordination with in-hospital surge management, and
- The COVID-19 vaccine

He answered questions by Councilmembers and Satpal Sidhu, County Executive, about whether the 22 COVID-19 beds at the hospital are in a separate facility and how many beds they could expand to, the average length of stay for someone that is admitted to the hospital for COVID-19, whether there is trained staff ready if they needed to expand and staff 40 COVID-19 ICU beds, the usual precautions people should take even after receiving a vaccine, whether the hospital has adequate personal protection equipment (PPE), the treatment protocol in the hospital, whether this virus is anything like the H1N1 virus, whether we have learned how COVID-19

may impact us from how past viruses impacted the population, the fatigue level and exhaustion of hospital staff, whether there are more studies being done regarding transmission of COVID-19 in an outdoor setting, and whether the daily compilation report being done by the University of Washington on research articles can be made available to the public.

Lautenbach stated that they know ventilation is key and indoor settings where there is less air flow and ventilation create additional pieces of the recipe which makes transmission possible.

This agenda item was DISCUSSED.

Buchanan announced that AB2020-345 has been withdrawn from the agenda.

Other Business

The following people updated the Councilmembers on where the County currently stands with tiny homes and the Administration's recommendation to purchase shelter units from 360 Modular:

- Tyler Schroeder, Executive's Office
- Satpal Sidhu, County Executive
- Rob Ney, Administrative Services Department

They answered whether the Administration needs anything from the Council and whether they will go forward with procurement as soon as the City of Bellingham has identified the site and the operator, whether these units have an emergency exit like Pallet Shelter units, how long it would take to have 50 units set up, whether these can be broken down and moved or whether they are considered more permanent construction, what is keeping the people who are camping at the encampment in front of Bellingham City Hall from going to Base Camp, whether there is a need for both temporary and permanent shelter types, whether these units are stackable, whether they can be tipped over, whether colors can be chosen so that the units blend in, whether rodent infestation will be an issue, whether this could replace the Byron Street facility, and whether these structures could be used for isolation and quarantine.

Councilmembers continued to discuss the update and concurred that the Administration should move forward.

Committee Discussion and Recommendation to Council

Buchanan moved that people be allowed to speak regarding the first and third items in this agenda section. The motion was seconded by Donovan.

The motion carried by the following vote: 7-0

Aye: 7 - Kershner, Browne, Buchanan, Byrd, Donovan, Elenbaas, and Frazey

Nay: 0

1. [AB2020-565](#) Consideration of Hearing Examiners recommendation on preliminary long subdivision application filed by Governors Point Land LP (Governors Point subdivision)

The following staff briefed the Councilmembers and answered questions.

- Mark Personius, Planning and Development Services Department Director
- Amy Keenan, Planning and Development Services Department
- Ryan Ericson, Planning and Development Services Department

They answered questions on the language about the agreement expiring after 20 years but the setbacks and development being vested, whether public access to the 98 acres is not guaranteed and is dependent on the City of Bellingham and the water agreement it has with the development, the issue of no net loss, when net ecological benefit applies, and when no net loss applies.

Buchanan opened the meeting for public comment and the following people spoke:

- Rand Jack, Whatcom Land Trust
- Bob Carmichael, Attorney for Governors Point Land LP, spoke and answered whether access will just be from the beaches.

Donovan moved and Browne seconded that the Hearing Examiner Recommended Decision be RECOMMENDED FOR AFFIRMATION. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas and Kershner

Nay: 0

Absent: 0

2. [AB2020-566](#) Resolution affirming confidence in election results

Donovan briefed the Councilmembers on the Resolution and Councilmembers discussed the integrity with which the State and County election officials execute their role.

Buchanan moved that the Resolution be recommended for approval. The motion was seconded by Browne.

Councilmembers discussed the Resolution and whether they support the motion. After the discussion, Donovan stated he would like the Resolution to be withdrawn.

Buchanan withdrew his motion and the Resolution was withdrawn by the proposer (Donovan).

This agenda item was WITHDRAWN by the proposer.

3. [AB2020-546](#) Ordinance amending Whatcom County Code 2.98, Point Roberts Community Advisory Committee, to revise membership and meeting procedures to broaden representation and improve transparency

Browne moved that the Ordinance be recommended for adoption. The motion was seconded by Buchanan.

Browne moved to amend Exhibit A, Section 2.98.050 to change the notice period from two weeks to one week as follows:

The committee shall determine its meeting schedule, but shall meet at least quarterly providing at least ~~two~~ **one** weeks' notice of all meetings and shall include the Agenda. Any item intended for a vote must be clearly and unambiguously defined on the agenda. The date of any meeting along with the agenda shall be published on the County Website a minimum of ~~two~~ **one** weeks prior.

The motion was seconded by Kershner.

Buchanan opened the meeting to public comment and the following person spoke:

- Stephen Falk

Hearing no one else, Buchanan closed the comment period.

Byrd stated he would like to make this true of every committee and not just this advisory board.

Councilmembers continued to discuss the Ordinance.

Jill Nixon, Council Office, answered how the proposed amendment to this ordinance would affect boards, whether board members are required to be U.S. citizens, and whether all boards are required to post minutes.

Councilmembers discussed transparency, getting more input from the community on the advisory group, the desire in Point Roberts for change, and the motion.

Browne stated he would also like to add an effective date but Councilmembers voted on the original motion to amend first.

The motion to amend the notice period carried by the following vote:
Aye: 7 - Byrd, Donovan, Elenbaas, Frazey, Kershner, Browne, and Buchanan
Nay: 0

Browne moved to add an effective date of the Ordinance of March 31, 2021. The motion was seconded by Donovan.

The motion to amend carried by the following vote:
Aye: 7 - Donovan, Elenbaas, Frazey, Kershner, Browne, Buchanan, Byrd
Nay: 0

Byrd spoke about making the same requirements for all boards and committees and Councilmembers and Nixon discussed the procedure for that.

Browne's motion that the Ordinance be RECOMMENDED FOR ADOPTION WITH PROPOSED AMENDMENT(S) carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey and Kershner

Nay: 2 - Byrd and Elenbaas

Absent: 0

Committee Discussion

1. [AB2020-345](#) Discussion of proposed Cherry Point amendments

This agenda item was WITHDRAWN.

Items Added by Revision

There were no agenda items added by revision.

Adjournment

The meeting adjourned at 3:53 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2020-122

File ID:	MIN2020-122	Version:	1	Status:	Agenda Ready
File Created:	12/15/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Regular County Council for December 8, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Draft Minutes Council Dec 8 2020

Whatcom County Council

**COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010**



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE (AGENDA REVISED 12.8.2020)

Tuesday, December 8, 2020

6 PM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

Councilmember Buchanan and his son Randy played and sang an original song.

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 6:05 p.m. in a virtual meeting.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

Dana Brown-Davis, Clerk of the Council, read the following announcement:

The County Council is accepting applications from county residents to fill vacancies on several citizen advisory boards, commissions, and committees that span a wide range of important local issues. Advisory committees work on a variety of topics such as agriculture, natural resources, land use planning, parks, economic development, and social services.

For more information, visit the Boards and Commissions vacancy webpage on the County website at www.co.whatcom.wa.us, or call the County Council office or County Executive's Office.

Applications can be submitted online or by mail, and are due 10 am, January 5, 2021.

COUNTY EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, read a report into the record.

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded by Browne (see votes on individual items below).

1. [MIN2020-113](#) Committee of the Whole for November 10, 2020

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [MIN2020-114](#) Regular County Council for November 10, 2020

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [MIN2020-115](#) Special Council for November 16, 2020

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

4. [MIN2020-116](#) Water Work Session for November 17, 2020

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

5. [MIN2020-117](#) Special Council Cherry Point Work Session for November 17, 2020

Donovan moved and Browne seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

OPEN SESSION (20 MINUTES)

Council staff played a short video about how to speak at the meeting.

Buchanan opened the open session and the following people spoke:

Jerry DeBruin spoke about the acquisition of capital equipment including gurneys, powerlifts, LifePaks and more to outfit EMS Advanced Life Support Units.

Marvin Wayne spoke about the acquisition of capital equipment including gurneys, powerlifts, LifePaks and more to outfit EMS Advanced Life Support Units.

Scott Ryckman spoke about the acquisition of capital equipment including gurneys, powerlifts, LifePaks and more to outfit EMS Advanced Life Support Units.

Markis Dee Stidham spoke about having enough homeless shelters.

Aida Cardona spoke about having more emergency shelter and transitional housing.

Heather Katahdin spoke about the need for individual pallet shelters or tiny homes and access to nourishment.

Eve Smason-Marcus spoke about the need for more shelter.

Louise Cassidy spoke about (AB2020-546) Ordinance amending Whatcom County Code 2.98, Point Roberts Community Advisory Committee, to revise membership and meeting procedures to broaden representation and improve transparency.

Melissa Wisener spoke about the need for clean green space and pallet shelters.

Tom O'Breien spoke about (AB2020-546) Ordinance amending Whatcom County Code 2.98, Point Roberts Community Advisory Committee, to revise membership and meeting procedures to broaden representation and improve transparency and the need for economic development.

Marquan Pugsley spoke about the need for counselors and advocates for people in homeless communities.

Hearing no one else, Buchanan closed the open session.

CONSENT AGENDA

(From Council Finance and Administrative Services Committee)

Byrd reported for the Finance and Administrative Services Committee and *moved* to approve item numbers 12 and 13.

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed how to group and move through the Consent Agenda items.

Bird withdrew his motion *and moved* to approve a list of items and Councilmembers discussed how to word the motion. Byrd's microphone

cut out.

Kershner moved to approve all of the Consent Agenda items except for item numbers 12, 13, 21, 22, 23, and 24. Councilmembers voted on those items (see motion and votes on each individual item below).

1. [AB2020-551](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Action Cleaning for providing custodial services to Whatcom County's satellite buildings, also to include Sheriff Laurel Street station, WUECC, and extra Covid-19 sanitization, in the amount of \$50,667.80

Kershner moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [AB2020-554](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Pioneer Human Services to operate the City Gate Permanent Supportive Housing Program, in the amount of \$490,948

Kershner moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

- [AB2020-557](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to continue security services at the COVID-19 Temporary Housing Facility, in the amount of \$41,000 for a total amended contract amount of \$156,000

Councilmembers voted to approve AB2020-557 by consent but then reconsidered the vote later. See item number 3 under Consent Agenda below for the final action on this item.

4. [AB2020-558](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Lydia Place to provide emergency housing for families experiencing unsheltered homelessness, in the amount of \$114,172

Kershner moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

- 5. [AB2020-559](#) Request authorization for the County Executive to enter into a contract between Whatcom County and YWCA Bellingham to provide additional shelter beds for women aged 55 or older, in the amount of \$122,020

Kershner moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

- 6. [AB2020-560](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Meridian School District for reimbursement of eligible COVID-related technology expenses, in the amount of \$79,560

Kershner moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

- 7. [AB2020-568](#) Request authorization for the County Executive to enter into a contract between Whatcom County and the Jet Oldsters Association of Ferndale to provide custodial services and supervision when the Ferndale Senior Activity Center is reserved after program hours

Kershner moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

- 8. [AB2020-570](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and the Jet Oldsters Association of Ferndale for staffing and operation of the Ferndale Senior Activity Center, in the amount of \$123,748

Kershner moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

9. [AB2020-571](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Lynden for staffing and operation of the Lynden Senior Activity Center, in the amount of \$123,748

Kershner moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

10. [AB2020-572](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the City of Blaine for staffing and operation of the Blaine Senior Activity Center, in the amount of \$123,748

Kershner moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

11. [AB2020-573](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and the Whatcom Council on Aging for staffing and operation of the Bellingham Senior Activity Center, in the amount of \$123,748

Kershner moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

14. [AB2020-576](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Opportunity Council to operate the Whatcom Homeless Service Center, in the amount of \$796,701

Kershner moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

15. [AB2020-577](#) Request approval for the County Executive to authorize the purchase of body worn cameras, and enter into a contract for associated services with Axon Enterprise, Inc., using the Washington State Contract #06316, in an amount not to exceed \$381,437.85

Kershner moved that the Bid Award be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

16. [AB2020-578](#) Request authorization for the County Executive to renew a Collective Bargaining Agreement between Whatcom County and General Teamsters' Local Union 231 Master Collective Bargaining Unit for the period January 1, 2021 through December 31, 2021

Kershner moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

17. [AB2020-579](#) Request authorization for the County Executive to accept Midwest Employer Casualty renewal option 1 for insurance protection for the self-insured workers' compensation program in 2021

Kershner moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

18. [AB2020-581](#) Request authorization for the County Executive to enter into a residential lease agreement between Whatcom County and Wayne and Michelle Moses and Barbara Jackson to reside at 7981 Blaine Road, Blaine, for monthly rent of \$1,639.00

Kershner moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

19. [AB2020-582](#) Request authorization for the County Executive to renew a Collective Bargaining Agreement between Whatcom County and PROTEC17 for the period January 1, 2021 through December 31, 2021

Kershner moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

20. [AB2020-583](#) Request authorization for the County Executive to enter into a two year agreement between Whatcom County and Whatcom Humane Society to provide animal control and shelter services, in an amount not to exceed \$796,260

Kershner moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

3. [AB2020-557](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Pacific Security to continue security services at the COVID-19 Temporary Housing Facility, in the amount of \$41,000 for a total amended contract amount of \$156,000

Byrd reported for the Finance and Administrative Services Committee and stated that **AB2020-557** failed in Committee.

Browne moved that the Contract be authorized by consent. The motion was seconded by Frazey. Councilmembers discussed that the item was already approved with Kershner's motion above, making Browne's motion moot.

Donovan moved to reconsider item number 3 (AB2020-557). The motion was seconded by Buchanan.

The motion carried by the following vote:

Aye: 7 - Kershner, Browne, Buchanan, Donovan, Elenbaas, Frazey, and Byrd

Nay: 0

Byrd reported again on AB2020-557 and stated that it failed in Committee.

Browne moved that the Contract be authorized by consent. The motion was seconded by Donovan.

Councilmembers discussed the motion.

Browne's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 4 - Browne, Buchanan, Donovan, and Frazey

Nay: 3 - Byrd, Elenbaas, and Kershner

Absent: 0

Byrd reported on Consent Agenda item numbers 12 and 13 (AB2020-574 and AB2020-575) and stated that scrivener's errors were fixed in both items as stated in Committee. He moved that both files be authorized by consent and Councilmembers voted (see motion and votes on each individual item below).

12. [AB2020-574](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and Pioneer Human Services to lease a portion of the Crisis Stabilization Center, in the amount of \$24,500

Byrd moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

13. [AB2020-575](#) Request authorization for the County Executive to enter into an agreement between Whatcom County and Compass Health to lease a portion of the Crisis Stabilization Center, in the amount of \$24,000 annually

Byrd moved that the Agreement be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Byrd reported on Consent Agenda Items 21 (AB2020-585), 22 (AB2020-586), 24 (AB2020-589), and AB2020-594 which was added by revision, and stated they were forwarded to Council without a recommendation from the Committee. He also reported that Item 23 (AB2020-587) was recommended to be held in Committee. Councilmembers decided to consider each item individually. See motions and votes on each item below.

21. [AB2020-585](#) Request authorization for the County to Executive to enter into a 10 year lease agreement between Whatcom County and Stryker for the acquisition of capital equipment including gurneys, powerlifts, LifePaks and more to outfit EMS Advanced Life Support Units in an amount of 10 equal payments of \$468,316.48 over 10 years totaling \$4,683,164.80

Byrd reported for the Finance and Administrative Services Committee.

Donovan moved and Browne seconded that the Contract be authorized be consent.

Councilmembers discussed the motion.

Donovan's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Byrd

22. [AB2020-586](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Service Master Cleaning to continue providing cleaning services at the COVID-19 Temporary Housing Facility, in the amount of \$40,000 for a total amended contract amount of \$150,000

Byrd reported for the Finance and Administrative Services Committee *and moved* that the Contract be authorized by consent.

Councilmembers discussed the motion.

Byrd's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

23. [AB2020-587](#) Request authorization for the County Executive to enter into a three-year agreement, using the National Association of State Procurement Officials ValuePoint Master Agreement #AR2474 and State of Washington Participating Addendum #05116, between Whatcom County and CenturyLink Communications, LLC for telecommunications trunk line services, in the amount of \$106,127.17

Byrd reported for the Finance and Administrative Services Committee and

stated that the Committee recommended that the item be held until January and until more information is provided.

Byrd went on to the next item and *moved* that it be authorized by consent but Councilmembers discussed that a motion was needed first on *this* item so *Byrd withdrew* his motion.

Donovan moved and Browne seconded that the Contract (AB2020-587) be held in committee.

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed the motion to hold and talked about the process for recommending items to the Council from Committee.

Donovan's motion that the Contract be HELD IN COMMITTEE carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

24. [AB2020-589](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Bellingham Fire Department to increase the reimbursement for costs associated with the support of two Community Paramedics in the amount of \$383,494 for a total amended amount of \$704,549

Byrd reported for the Finance and Administrative Services Committee *and moved* that the Contract be authorized by consent. The motion was seconded by Kershner.

Mike Hilley, Emergency Medical Services (EMS) Manager, discussed with Councilmembers the reason for the increase in costs, rules from the State about reimbursable allowances for EMS, whether they are committing to funding these positions going forward through a different funding source than they were before, whether this contract is for two people or one, the need for more detail in requests that come to the Council, what the original \$383,494 amount was for, how many calls this individual goes on and whether it is a field position, how much money has been transferred from fire departments into the EMS levy since it was established, and why this position is not already funded by the levy.

Byrd's motion that the Contract be AUTHORIZED BY CONSENT carried by the following vote:

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas, and Kershner

Nay: 1 - Byrd

Absent: 0

ITEMS ADDED BY REVISION

1. [AB2020-594](#) Request authorization to award Bid #20-55, and enter into a contract for the supply and installation of interior carpet and paint at the Whatcom County Central Plaza Building, with CCI, Inc. (CCI, Inc. is located in Sultan, WA) in the amount of \$113,945

Byrd reported for the Finance and Administrative Services Committee ***and moved*** that the Bid Award be authorized. The motion was seconded by Browne.

Dana Brown-Davis, Clerk of the Council, read the item into the record.

Browne moved that this be delayed and held in Council. The motion was seconded by Byrd.

Rob Ney, Administrative Services Department, stated it is a good time to do this work since there are not a lot of people in the building right now and he answered questions about what was budgeted, where they are at today with the bids, and what time of day the work would be done.

Councilmembers discussed the motion to hold.

Browne withdrew his motion to hold.

Byrd's motion that the Bid Award be AUTHORIZED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. [AB2020-535](#) Ordinance amending the project budget for the E. Smith/Hannegan Road Intersection Improvements Fund, request no. 1

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-073

2. [AB2020-536](#) Ordinance amending the project budget for the Marine Drive, Locust Ave to Alderwood Ave, Reconstruction Fund, request no. 1

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-074

3. [AB2020-542](#) Ordinance amending Silver Lake Park Improvement Fund, request no. 2

Byrd reported for the Finance and Administrative Services Committee and stated that the Committee voted to hold the Ordinance.

Dana Brown-Davis, Clerk of the Council, clarified that it was forwarded to Council without a recommendation to get more information and not held in Committee.

Donovan moved to hold the item **then withdrew** his motion since the Committee had requested and staff was present to give more information on the item tonight.

Mike McFarlane, Parks and Recreation Department Director, provided the Councilmembers with more information about the item.

Browne moved and Frazey seconded that the Ordinance be adopted.

McFarlane and Rod Lamb, Parks and Recreation Department, answered questions and Councilmembers discussed the motion.

Browne's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2020-075

4. [AB2020-543](#) Ordinance amending the 2021 Whatcom County Budget, request no. 1, in the amount of \$14,781,015

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: ORD 2020-076

5. [AB2020-556](#) Ordinance amending the 2020 Whatcom County Budget, request no. 22, in the amount of \$3,524,769

Byrd reported for the Finance and Administrative Services Committee and moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: ORD 2020-077

6. [AB2020-561](#) Request authorization for the County Executive to enter into an interlocal agreement amendment 1 of Whatcom County contract 201909004 between Whatcom County and the City of Bellingham for the Lake Whatcom Homeowner Incentive Program, in the amount of \$200,000

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

7. [AB2020-562](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and the Whatcom Conservation District for the Lake Whatcom Homeowner Incentive Program assistance, in the amount of \$92,095

Byrd reported for the Finance and Administrative Services Committee and moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

8. [AB2020-563](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Whatcom Conservation District for Pollution Identification and Correction Program Non-Dairy Agricultural Best Management Practices Outreach and Cost Share, in the amount of \$57,000 (Council acting as the Whatcom County Flood Control District Board of Supervisors)

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract (FCZDBS) be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

9. [AB2020-564](#) Request authorization for the County Executive to enter into a contract between Whatcom County and GSI Water Solutions, Inc. to conduct a peer review of the Lynden-Everson-Nooksack-Sumas numerical groundwater model, provide recommendations for improvements and additional work, in the amount of \$103,700 (Council acting as the Whatcom Flood Control District Board of Supervisors)

Byrd reported for the Finance and Administrative Services Committee ***and moved*** that the Contract (FCZDBS) be authorized.

Councilmembers discussed the motion and a desired to get the best science with Jon Hutchings, Public Works Department Director.

Byrd's motion that the Contract (FCZDBS) be AUTHORIZED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

10. [AB2020-584](#) Resolution approving the 2021 recommended Convention Center allocations for tourism-related facilities and activities as defined through RCW 67.28.1816

Byrd reported for the Finance and Administrative Services Committee and

moved that the Resolution be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

Enactment No: RES 2020-055

(From Council Committee of the Whole)

11. [AB2020-565](#) Consideration of Hearing Examiners recommendation on preliminary long subdivision application filed by Governors Point Land LP (Governors Point subdivision)

Buchanan reported for the Committee of the Whole ***and moved*** that the Hearing Examiner Recommended Decision be affirmed. The motion was seconded by Donovan.

Councilmembers discussed the proposal and acknowledged staff and others who worked on it.

Buchanan's motion that the Hearing Examiner Recommended Decision be AFFIRMED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

12. [AB2020-566](#) Resolution affirming confidence in election results

Buchanan reported for the Committee of the Whole and stated that this item was withdrawn.

Councilmembers and Dana Brown-Davis, Clerk of the Council, discussed whether this item could be withdrawn without being voted on by the Council since it was withdrawn by the proposer.

This agenda item was WITHDRAWN by the proposer in Committee.

13. [AB2020-546](#) Ordinance amending Whatcom County Code 2.98, Point Roberts Community Advisory Committee, to revise membership and meeting procedures to broaden representation and improve transparency

Buchanan reported for the Committee of the Whole ***and moved*** that the substitute Ordinance be adopted. The motion was seconded by Browne.

Councilmembers discussed a request from Point Roberts to wait on this

item.

Satpal Sidhu, County Executive, updated the Councilmembers on the advisory committee, appointing members, and a need for reform. He asked for more time.

Councilmembers discussed how the committee can best represent the community.

Buchanan's motion that the SUBSTITUTE Ordinance be ADOPTED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 2 - Byrd, and Elenbaas

Absent: 0

Enactment No: ORD 2020-078

(No Committee Assignment)

14. [AB2020-524](#) Ordinance creating a Child and Family Well-Being Task Force

Kershner moved and Browne seconded that the Ordinance be adopted.

Browne brought up and Councilmembers discussed a concern about compensation for time as mentioned in the following "Be it Further Ordained" paragraph, Item C, subsection b below:

- b. Recommend ways to fully integrate parents, caregivers, and stakeholders from underrepresented communities in county committees and workgroups, including compensation for time

Dana Brown-Davis, Clerk of the Council, answered whether members of other boards and commissions are compensated for time.

Councilmembers discussed the concern and whether it applies to the members of the task force or members of the public that come to testify to the task force, and whether there should be fewer boards and commissions.

Browne suggested a friendly amendment to change the words "including compensation for time" to "including accommodation for childcare."

Kershner said she would accept adding "and childcare" to the end of the sentence so that it reads:

“including compensation for time and childcare”

Browne accepted Kershner’s amendment to his friendly amendment.

Browne moved to amend the Ordinance to add the words “and childcare” to the end of the "Be it Further Ordained” paragraph, Item C, subsection b as follows:

b. Recommend ways to fully integrate parents, caregivers, and stakeholders from underrepresented communities in county committees and workgroups, including compensation for time and childcare

The motion was seconded by Byrd.

The motion to amend carried by the following vote:

Aye: 6 - Kershner, Browne, Buchanan, Byrd, Donovan, and Frazey

Nay: 1 - Elenbaas

Kershner's motion that the Ordinance be ADOPTED AS AMENDED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: ORD 2020-079

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Councilmember Buchanan went to AB2020-598 and briefly discussed the order of agenda items then went back to AB2020-552.

1. [AB2020-552](#) Appointment to Drainage Improvement District #7, Supervisor Position 3 - Applicant(s): Rod Stump

Elenbaas stated he has worked with the applicant and thinks he will be great.

Donovan moved and Byrd seconded that the applicant be APPOINTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

INTRODUCTION ITEMS

Browne moved to introduce AB2020-553 under Introduction and AB2020-598 which was added by revision. The motion was seconded by Byrd (see votes and discussion on individual items below).

1. [AB2020-553](#) Ordinance granting City of Lynden a non-exclusive franchise for an industrial condensate pipeline

Browne moved and Byrd seconded that the Ordinance Requiring a Public Hearing be INTRODUCED FOR PUBLIC HEARING. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

ITEMS ADDED BY REVISION

2. [AB2020-598](#) Resolution reflecting the diversity of the County's population by improving written accessibility

Councilmembers discussed why AB2020-598 was being introduced since it is a Resolution and Tyler Schroeder, Executive's Office, addressed a request to get an estimate of the cost for changing the signs. Councilmembers then discussed how many signs there are.

Browne's motion that the Resolution be INTRODUCED carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

SPECIAL COUNCIL ONLY ITEM

1. [AB2020-588](#) Approval of letter/request to provide additional public spaces for assigned family visitations during the COVID-19 Pandemic

Elenbaas briefed the Councilmembers and Councilmembers discussed the item.

Kershner moved and Donovan seconded that the REQUEST be APPROVED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Buchanan thanked the Council videographer for his work and announced that it is his last meeting.

Satpal Sidhu, County Executive, spoke about a plan for helping to develop more cooperative functioning of the PRCAC and read the following statement into the record:

Ask the County Executive to have conversations with Point Roberts community members to seek ideas to develop more cooperative functioning of the PRCAC by:

- a. Working with tax payers, Chamber of Commerce, and workers organizations to learn their current status, membership and community followings
- b. Working with any other groups or organizations to learn their status, membership and community followings
- c. Presenting a set of recommendations to the Council by July 1, 2021

Byrd moved to approve the statement as read into the record by Sidhu. The motion was seconded by Donovan.

Browne suggested a friendly amendment to add “or interested individuals” after “organizations” as follows:

Ask the County Executive to have conversations with Point Roberts community members to seek ideas to develop more cooperative functioning of the PRCAC by:

- a. Working with tax payers, Chamber of Commerce, and workers organizations to learn their current status, membership and community followings
- b. Working with any other groups, ~~or~~ organizations, or interested individuals to learn their status, membership and community followings
- c. Presenting a set of recommendations to the Council by July 1, 2021

Sidhu accepted the friendly amendment.

Councilmembers discussed the motion and Sidhu answered questions about how this statement relates to AB2020-546.

The motion carried by the following vote:

Aye: 7 - Donovan, Elenbaas, Frazey, Kershner, Browne, Buchanan, and Byrd

Nay: 0

Donovan spoke about schedules for Zoom Council and Committee meetings compared to in-person meetings. He requested that the Councilmembers adhere to schedules with stop times agreed to by the chair of the Council and Clerk of the Council and stated that they should address this in January.

Councilmembers discussed Donovan's comments.

Browne spoke about protecting the Health Department, Mission, and hospital staff from burnout.

ADJOURN

The meeting adjourned at 10:07 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: MIN2021-001

File ID:	MIN2021-001	Version:	1	Status:	Agenda Ready
File Created:	12/17/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: KFelbing@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Special Council - Governor's Point for December 17, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

None

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Draft Minutes Special Council Dec 17 2020

Whatcom County Council (Special)

**COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010**



Minutes - Draft Minutes

VIRTUAL MEETING - VIEW ONLINE

Thursday, December 17, 2020

11 AM

Virtual Meeting

COUNCILMEMBERS

Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 11:02 a.m. in a virtual meeting.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: None

Council Consideration and Action

1. [AB2020-605](#) Resolution approving the development agreement between Whatcom County and Governors Point Land, LP

Amy Keenan, Planning and Development Services Department, briefed the Councilmembers on the proposed Resolution and stated that it gives authority to the Executive to sign the development agreement.

Royce Buckingham, Prosecuting Attorney's Office, addressed concerns about whether the public could participate again in this meeting, the open record hearing process, and receiving personal notice about hearings and Hearing Examiner decisions. He and Keenan answered questions about the code that addresses requirements for personal notice of hearings, how public comments allowed by Council figure in to the open record hearing law, whether the Council could be made aware in the future when an agenda item is a closed hearing, why these types of items come to the Council, how Council can access the full record for this item, how much of the agreement could possibly change since it is a draft agreement, whether they can approve everything but the dates, whether the highlighted dates in the agreement are substantive, whether the agreement would come back to the Council if a change were to occur, why this Resolution has to be done now, and whether there is anything different that was sent to Councilmembers for today than what was in the Council's packet for December 8, 2020.

Byrd moved that the Resolution be approved. The motion was seconded by Frazey.

Councilmembers discussed with staff where public comments can be found online and how the information can be better presented to the Council in the future.

Byrd's motion that the Resolution be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey and Elenbaas

Nay: 0

Absent: 0

Abstain: 1 - Kershner

Enactment No: RES 2020-056

Other Business

There was no other business.

Adjournment

The meeting adjourned at 11:25 a.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2020-553**

File ID:	AB2020-553	Version:	1	Status:	Introduced for Public Hearing
File Created:	11/18/2020	Entered by:	AHester@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: Sdraper@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance granting City of Lynden a non-exclusive franchise for an industrial condensate pipeline

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for the use and presence in County Rights-of-Way for an industrial condensate pipeline

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
12/08/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

Attachments: Memo, Ordinance.pdf



MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive,
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Director

FROM: Andrew Hester, Public Works Real Estate Coordinator *AH*

RE: Franchise for City of Lynden

DATE: November 19, 2020

▪ **Requested Action**

Adopt an ordinance that grants a franchise to City of Lynden, allowing for the use of County Rights of Way to lay, construct, maintain, and repair an industrial condensate pipeline per the terms of the franchise agreement, under RCW 36.55 and § 9.30 of the Home Rule Charter.

▪ **Background and Purpose**

City of Lynden has applied for a new franchise agreement for the purposes of utilizing County rights of way to install and maintain an industrial condensate pipeline.

Please contact Chris Quinn at extension 5729 if you have any questions or concerns regarding the terms of this agreement.

Encl.

SPONSORED BY: _____

PROPOSED BY: Executive

INTRODUCTION DATE: _____

ORDINANCE NO. _____

GRANTING THE CITY OF LYNDEN A FRANCHISE AND THE RIGHT, PRIVILEGE, AND AUTHORITY THEREUNDER TO LOCATE, SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE AN INDUSTRIAL CONDENSATE PIPELINE IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA.

WHEREAS, The City of Lynden (hereinafter referred to as "Lynden"), has applied for a twenty-five (25) year franchise; and

WHEREAS, the Home Rule Charter for Whatcom County authorizes the County Council to grant non-exclusive franchises for a fixed term not to exceed 25 years for the use of any street, road, or public place;

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom County Code Chapter 12.24 address the requirements pertaining to the granting of franchises by the County; and

WHEREAS, Lynden seeks a non-exclusive twenty-five (25) year franchise to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain an industrial condensate pipeline upon, under, over, across and along certain roads and other areas in Whatcom County, Washington; and

WHEREAS, the application of Lynden has come on regularly to be heard by the County Council on the ___ day of _____, 20___, and notice of this hearing having been duly published on the _____ day of _____, 20___, and the ___ day of _____, 20___, in the Bellingham Herald, a daily newspaper published in Whatcom County having county-wide circulation; and

WHEREAS, it appears to the Council that notice of said application and hearing thereon has been given as required by law in RCW 36.55.040; and

WHEREAS, this Council finds, after having considered said application and being otherwise fully advised in the premises, that it is in the public interest for this Council to grant the franchise for a period of twenty-five (25) years; and

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the language set forth below, in Sections 1 through 20, shall constitute the franchise agreement between Whatcom County and Lynden, which shall be and become effective as set forth in Section 13 thereof:

Section 1. Definitions.

1.1 Where used in this franchise agreement (“Franchise”), the following terms shall mean:

1.1.1 “County” means the County of Whatcom, a political subdivision of the State of Washington, and its successors and assigns.

1.1.2 “Lynden” means the City of Lynden, and its successors and assigns.

1.1.3 “Franchise Area” means Hannegan Road between Nooksack River and Riverview Road within Section 20, Township 40 North, Range 3 East of W.M. in Whatcom County, Washington as may hereafter be amended and attached hereto.

1.1.4 “Facilities” means, collectively, an industrial condensate pipeline and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.1.5 “Ordinance” means Ordinance No. _____, which sets forth the terms and conditions of this Franchise.

1.1.6 “Right-of-Way” means the surface of and space along, above, and below any public street, road, way, lane, drive, alley or easement within the Franchise Area;

1.1.7 “Relocation” means to protect, support, temporarily disconnect, relocate and/or remove Lynden Facilities within or from within the County right-of-way.

Section 2. Facilities Within Franchise Area.

2.1 The County does hereby grant to Lynden a Franchise, and the right, privilege, and authority thereunder, to construct, erect, alter, lay, support, connect, improve, renew, replace, repair, operate and maintain all necessary equipment and Facilities, in, under, on, across, over, through, along, or below the public rights-of-way located in the Franchise Area.

2.2 This Franchise is subject to the terms and conditions hereinafter set forth.

Section 3. County Authority.

3.1 The County, in granting this Franchise, does not waive any rights which it now has or may hereafter acquire with respect to the Franchise Area, and this Franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has, or may hereafter acquire, to regulate the use of and to control the Franchise Area.

Section 4. Noninterference of Facilities.

4.1 As to new Facilities, Lynden’s Facilities shall be placed and maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Prior to the installation of new

Facilities within the Franchise Area, Lynden may request that the County determine whether the proposed placement of the Facilities will unreasonably interfere with the free and safe passage of traffic, and the County shall make such determination in writing within a reasonable period of time. If the proposed location is not approved by the County Engineer, the County Engineer shall advise in writing what reasonable modifications to the proposed location of the Facilities are necessary for the County Engineer to issue a determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic.

If Lynden proceeds to install new Facilities without first obtaining the County Engineer's determination that the proposed location of the Facilities will not unreasonably interfere with the free and safe passage of traffic then, upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Lynden which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Lynden shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Lynden by such County codes and ordinances.

4.2 Lynden's existing Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic and in accordance with all applicable laws, rules, and regulations. Upon determination by the County that current placement of particular Facilities unreasonably interferes with free or safe passage of traffic, the County shall notify Lynden which shall, at its own expense, act promptly to rectify the problem in consultation with the County. Lynden shall exercise its rights under this Franchise and within the Franchise Area in accordance with all County codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control to the extent authorized by law; provided, further, nothing herein shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded Lynden by such County codes and ordinances.

4.3 All construction or installation of such Facilities, service, repair, or relocation of the same, performed over, above, along or under the Franchise Area shall be done in such a manner as not to interfere unreasonably with the construction and maintenance of other existing utilities, lines, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of the Franchise Area. The owners of all utilities, public or private, installed in the Franchise Area prior in time to the Facilities of Lynden shall have preference as to the positioning and location of such utilities so installed with respect to Lynden. Such preference shall continue in the event of the necessity of relocating or changing the grade of the Franchise Area. Lynden shall have such preference as to owners of all utilities, public or private, initially installed in the Franchise Area subsequent in time to Lynden's Facilities.

4.4 The locating, laying, construction, operation and maintenance of Lynden's Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to Lynden's

Facilities, provided that Lynden and the County shall first check with the locator service to determine whether or not any of Lynden's lines are located in the proposed work area. Upon finding from the locator service that Lynden does have lines located within the proposed work area, the County shall provide Lynden with seventy-two (72) hours notice of proposed work, except if a lesser time for notice is warranted by emergency, in order that the Lynden may protect its Facilities. Failure of Lynden to properly notify the locator service of the location of its lines and Facilities shall relieve County of its duty to provide Lynden the otherwise-required advance notice of proposed work.

4.5 Lynden shall maintain all above-ground Facilities that it places in the Franchise Area. In order to avoid interference with the County's ability to maintain the Franchise Area, Lynden shall provide a clear zone of five (5) feet on all sides of such above-ground Facilities. If Lynden fails to comply with this provision, and by its failure, property is damaged, then Lynden shall be deemed responsible for all damages caused thereby and the County shall be released from any responsibility therefore. For these purposes, "clear zone" means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations.

Section 5. Construction Within the Franchise Area.

5.1 All construction and installation work within the Franchise Area shall be subject to the approval and pass the inspection of the County Engineer, and shall conform to all applicable local, state and federal standards, codes or regulations, and the County expressly reserves the right to prescribe standards as to how and where Facilities shall be installed. The standards shall be consistent with reasonable standards and standard engineering practices in the applicable industries.

5.2 Prior to commencement of construction of any new Facilities, Lynden shall first file with the County Engineer its application for permits to do such work, together with plans and specifications in duplicate showing the position and location of all such Facilities sought to be constructed, laid, installed or erected at that time showing their position relative to existing County roads, rights-of-way, or other County property within the Franchise Area upon plans drawn to scale. The Facilities shall be laid in conformity with said plans and specifications of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. No such construction shall be commenced without Lynden first securing a written permit from the County Engineer, including approval endorsed on one set of plans and specifications returned to Lynden. All such work shall be subject to the approval of and shall pass the inspection of the County Engineer. Lynden shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.

5.3 In any work which requires breaking of soil within the Franchise Area for the purpose of laying, relaying, connecting, disconnecting, constructing, maintaining and repairing Lynden's Facilities, and making connections between the same to structures and buildings of consumers or making connections to other Facilities now in existence or hereafter constructed, Lynden shall be governed by and conform to the general rules adopted by the County Engineer; and Lynden

at its own expense and with due diligence shall complete the work for which the soil has been broken and forthwith replace the work and make good the Franchise Area and leave the same in as good condition as before the work was commenced; provided, however, that no such breaking of the soil within the Franchise Area shall be done prior to the obtaining of a permit issued by the County Engineer. Applications for such a permit shall be accompanied by specifications for the restoration of the Franchise Area to the same condition as it was in prior to such breaking, and such specifications must be approved by the County Engineer before such breaking of the soil is commenced; provided further, that the County Engineer may require a performance bond in a reasonable sum sufficient to guarantee that such Franchise Area shall be restored to the same condition as it was in prior to such breaking of the soil, the amount of said bond to be fixed by the County Engineer. Lynden shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The County Engineer may at any time do, order, or have done, any and all work that the County Engineer considers necessary to restore to a safe condition any Franchise Area left by Lynden or its agents in a condition dangerous to life or property, and Lynden upon demand shall pay to the County all costs of such work, the County having first provided notice of such condition to Lynden and a reasonable time to cure such unsafe condition, provided however, in the event of damage to the Franchise Area caused by Lynden that necessitates immediate repair by the County or its agents on an emergency basis where notice to Lynden or providing an opportunity to cure is not feasible considering nature of the emergency and necessary repair, as determined by the County Engineer using professional engineering standards, no such notice and reasonable time to cure shall be required as a condition of repayment by Lynden.

5.4 In preparing plans and specifications for the installation of Facilities within the Franchise Area, Lynden shall reasonably conform to the standards and specifications established by the County Engineer. Lynden shall consult with the County Engineer in case it plans to deviate from the established standards and specifications in the course of installing Facilities within the Franchise Area and must demonstrate to the satisfaction of the County Engineer that its plans will achieve a legal and functionally equivalent result.

5.5 All work done by and for Lynden under this Franchise shall be done in a thorough and workmanlike manner. In the construction of Facilities and the opening of trenches within and the tunneling under the Franchise Area, Lynden shall leave such trenches and tunnels in such a way as to interfere as little as possible with public travel, and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work. Where any of such trenches, ditches, or tunnels are left open at night, Lynden shall place warning lights and barricades at such a position as to give adequate warning of such work, per the MUTCD (Manual on Uniform Traffic Control Devices). Lynden shall be liable for any injury to person or persons or damage to property to the extent proximately caused by its carelessness or neglect, or to the extent proximately caused by any failure or neglect to properly guard or give warning of any trenches, ditches or tunnels dug or maintained by Lynden.

5.6 Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, Lynden shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during Lynden's operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County

Engineer. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by Lynden. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer's Office.

Section 6. Relocation of Facilities.

6.1 Lynden shall, at its sole expense and with due diligence, relocate or adjust the elevation of any of its Facilities upon receipt of written request from the County Engineer when determined reasonably necessary based upon sound engineering principles by the County Engineer for improvement to the County facilities in the Franchise Area, provided that the elevations required by the County are not in violation of local, state or federal law and are reasonable necessary for safety purposes. Lynden shall coordinate such relocation or adjustment of its Facilities with the County and shall perform the same in a timely fashion so that, absent conditions beyond the control of Lynden, such relocation or adjustment of Lynden's Facilities will not impede or delay pending changes to the Franchise Area.

6.2 Lynden may propose to the County alternatives to reduce or eliminate the need for relocation of its Facilities pursuant to Section 6.1. Upon the County's receipt from Lynden of such alternatives in writing, the County shall evaluate such alternatives and shall advise Lynden in writing if one or more of such alternatives are suitable to accommodate the work that would otherwise necessitate relocation of Lynden's Facilities. In evaluating such alternatives, the County shall give each alternative proposed by Lynden full and fair consideration with due regard to all the facts and circumstances which bear upon the practicality of relocation and alternatives to relocation. In the event the County reasonably determines that such alternatives are not appropriate, Lynden shall relocate its Facilities as otherwise provided in Section 6.1. Any acceptance by the County of such alternatives shall not excuse (nor shall be construed to excuse) Lynden from future relocation or adjustment of Lynden's Facilities pursuant to this Section 6.

6.3 As qualified in Sections 6.1 and 6.2 above, and in Section 6.4 below, whenever any person or entity, other than the County, requires the relocation of Lynden's Facilities to accommodate the work of such person or entity within the Franchise Area, or whenever the County requires the relocation of Lynden's Facilities within the Franchise Area for the benefit of any person or entity other than the County, then Lynden shall have the right as a condition of such relocation to require such person or entity to:

6.3.1 Make payment to Lynden, at a time and upon terms acceptable to Lynden, which acceptance shall not be unreasonably withheld, for any and all costs and expenses incurred by Lynden in the relocation of Lynden's Facilities; and

6.3.2 Indemnify and save Lynden harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Lynden's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Lynden's Facilities or the negligence of the agents, servants or employees of the person or entity requesting the relocation of Lynden's Facilities.

6.4 Any condition or requirement imposed by the County upon any person or entity, other than Lynden or the County (including, without limitation, any condition or requirement

imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) which requires the relocation of Lynden's Facilities shall be a required relocation for purposes of Section 6.3; provided, however:

6.4.1 If the County notifies Lynden in writing that the primary purpose of imposing such condition or requirement upon such person or entity is to cause the grading or widening of the Franchise Area on the County's behalf consistent with the County's Six-Year Road Construction Program, then Lynden shall relocate its Facilities within the Franchise Area in accordance with Section 6.1.

6.4.2 If the County notifies Lynden in writing that the County will bear a portion of the costs of, or will provide funding towards, a project that includes grading or widening of the Franchise Area resulting from the imposition of such condition or requirement upon such person or entity, then Lynden agrees to bear a portion of its costs and expenses to relocate its Facilities to accommodate such grading or widening, such portion borne by Lynden being a percentage equal to that percentage of such project's costs borne or funded by the County (the "County Contribution"); provided, however, in no event shall such portion borne by Lynden exceed the dollar amount of such County Contribution. "Project" shall mean that work directly bearing on the area that necessitates relocation by Lynden, and shall not include other off-site improvements that may be performed at the same time. In all other respects such relocation shall be a required relocation for the purposes of Section 6.3 and without limiting the foregoing, Lynden shall have the right as a condition of such relocation to require such person or entity to pay to Lynden all relocation costs and expenses in excess of the portion borne by Lynden under this Section 6.4.2.

6.4.3 If the Facilities to be relocated pursuant to this subsection 6.4 have been located at or relocated within the preceding five (5) years to a location upon which the County had agreed at the time without reservation, then Lynden shall be entitled to recovery of all its costs and expenses incurred in the relocation of its Facilities from the party on whom the condition for road improvements was placed. Documentation of any such agreement between the County and Lynden shall be kept in conjunction with the encroachment permit issued by the County for the work of relocation.

6.5 Nothing in this Section 6 shall require Lynden to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from or addressed by this Franchise.

Section 7. Indemnification.

7.1 To the extent permitted by law, Lynden shall defend, indemnify and hold the County harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to reasonable attorney's fees, made against it on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the actions or failure to act of Lynden, its agents, servants or employees in exercising the rights granted to Lynden in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Lynden thereof, and Lynden shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is

begun against the County based upon any such claim or demand, the County shall likewise promptly notify Lynden thereof, and Lynden shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Lynden and the County, Lynden and the County shall each be responsible for, and this indemnification provision shall be operative so that each party bears, the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, Lynden shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Lynden's failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

7.2 Acceptance by the County of any work performed by Lynden at the time of completion shall not be grounds for avoidance of the covenant in Section 7.1 above.

Section 8. Acquisition of Right-of-Way.

8.1 In the event that Lynden proposes to acquire easements for the location or relocation of its Facilities outside of, and adjacent to the Franchise Area, Lynden shall notify the County of the same and the County shall have the option, with the concurrence of Lynden, to acquire in place of such Lynden proposed easements, additional public rights-of-way or equivalent public utility easements for use by Lynden. Any such public rights-of-way acquired by the County shall become Franchise Area. Any such public utility easements so acquired by the County shall not be Franchise Area (and shall not be subject to the terms and conditions of this Franchise) and Lynden's use of such public utility easements shall be subject to the terms and conditions of such public utility easements.¹ This section applies only to easement granted to transmission lines; it does not apply to easements granted for new customer service lines.

Section 9. Vacation of the Franchise Area.

9.1 If at any time the County shall seek to vacate any portion of the Franchise Area and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area for the use of the County, in either its proprietary or governmental capacity, and there are no Facilities located in the Franchise Area, then the County Engineer may at his option and by giving thirty (30) days written notice to Lynden, terminate this franchise with reference to such portion of the Franchise Area so vacated, and the County shall not be liable for any damages or loss to Lynden allegedly incurred by reason of such termination. Nothing herein shall limit or prevent Lynden from exercising its powers of eminent domain. Should Lynden notify the County of its intent to consider exercising its power of eminent domain to obtain an easement for the Facilities located within the area of the Franchise to be terminated, the termination of the Franchise shall be tolled for a period of no less than one hundred and twenty (120) days from the date of notice.

¹ A distinction is drawn here between public rights-of-way which are or shall become Franchise Area and thus governed by the terms of the franchise ordinance, and public utility easements which shall not become Franchise Area, the use of which shall be governed by the terms and conditions of the easements themselves and not by the franchise ordinance.

9.2 If at any time the County shall vacate any portion of the Franchise Area in which Facilities are installed at the time of said vacation, and said vacation shall be for the purpose of acquiring the fee or other property interest in said portion of the Franchise Area by other than the County, then the County shall, in its vacation procedure, unless otherwise waived in writing by Lynden, reserve an easement to Lynden for Lynden's Facilities as reasonably necessary for the continued use, operation, maintenance and repair of the Facilities as located in the portion of the Franchise Area to be vacated.

Section 10. Moving Buildings within the Franchise Area.

10.1 If any person or entity obtains permission from the County to use the Franchise Area for the moving or removal of any building or other object, the County shall, prior to granting such permission, direct such person or entity to arrange with Lynden for the temporary adjustment of Lynden's Facilities necessary to accommodate the moving or removal of such building or other object. Such person or entity shall make such arrangements, upon terms and conditions acceptable to Lynden, not less than fourteen (14) days prior to the moving or removal of such building or other object. In such event, Lynden shall, at the sole cost and expense of the person or entity desiring to move or remove such building or other object, adjust any of its Facilities which may obstruct the moving or removal of such building or object.

Section 11. Locating Facilities.

11.1 Lynden and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Section 12. Nonexclusive Franchise.

12.1 This Franchise is not and shall not be deemed to be an exclusive franchise. It shall not in any manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any part of the Franchise Area, and shall in no way prevent or prohibit the County from constructing, altering, maintaining, using, or vacating any part thereof, or affect its jurisdiction over any part thereof with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

Section 13. Franchise Term; Effect on Existing Franchises for Same Purpose.

13.1 This Franchise is and shall remain in full force and effect for a period of twenty-five (25) years from and after the effective date of the Ordinance; provided, however, Lynden shall have no rights under this Franchise nor shall Lynden be bound by the terms and conditions of this Franchise unless Lynden shall, within thirty (30) days after the effective date of the Ordinance, file with the County its written acceptance of the franchise agreement contained within the Ordinance.

13.1.1 No franchise hereunder shall become effective for any purpose unless and until written acceptance therefore shall have been filed with the Whatcom County Council and County Director of Public Works and such written acceptance shall be in the form and substance as

shall be prescribed and approved by the County Prosecuting Attorney and operate as an acceptance of each and every term and condition and limitation contained in this ordinance, and in such franchise; and

13.1.2 Such written acceptance shall be filed by Lynden not later than the thirtieth (30th) day following the effective date of the Ordinance granting such franchise; and in default of the filing of such written acceptance as herein required, Lynden shall be deemed to have rejected the same. In case of Lynden's tardy acceptance of franchise, the County's recognition thereof shall be strictly at its discretion.

13.2 This Franchise agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Franchise agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

Section 14. Assignment.

14.1 Neither this Franchise nor any interest herein shall be sold, transferred, or assigned without the prior consent in writing of the County Council, which consent shall not be unreasonably withheld, except that the Lynden may mortgage this Franchise to the trustee for its bond holders. Any approved assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County, together with its written acceptance of all terms and conditions of this Franchise.

14.2 All the provisions, conditions, and requirements herein contained shall be binding upon the successors and assigns of Lynden, and all privileges, as well as all obligations and liabilities of the grantee shall inure to its successors and assigns equally as if they were specifically mentioned wherever Lynden is mentioned.

Section 15. Amendment.

15.1 Except as addressed in and through Section 15.3 below, this Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the County in conjunction with the exercise (or failure to exercise) by Lynden any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

15.1.1 References this Franchise; and

15.1.2 States that it supersedes this Franchise to the extent it contains terms and

conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

15.2 If, during the term of this Franchise, there becomes effective any change in federal or state law (including changes approved by the Washington Utilities and Transportation Commission) which:

15.2.1 Affords either party the opportunity to negotiate in good faith a term or condition of this Franchise which term or condition would not have, prior to such change, been consistent with federal or state law; or

15.2.2 Pre-empts or otherwise renders null and void any term or condition of this Franchise which has there-to-fore been negotiated in good faith; then, in such event, either party may notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall encompass only the specific term or condition affected by such change in federal or state law and neither party shall be obligated to re-open negotiation on any other term or condition of this Franchise. Within thirty (30) days from and after the other party's receipt of such written notice, the parties shall, at a mutually agreeable time and place, commence such negotiations. Pending completion of such negotiations resulting in mutually agreeable amendment of this Franchise, adoption of such amendment by Ordinance by the County and acceptance of such Ordinance by Lynden, and except as to any portion thereof which has been pre-empted or otherwise rendered null and void by such change in federal or state law, this Franchise shall remain in full force and effect.

15.3 Notwithstanding any language to the contrary contained herein, this Franchise is subject to the provisions of the Whatcom County Charter, Section 9.30, and all rights belonging to the County and its people as set forth therein are hereby reserved thereto.

Section 16. Miscellaneous

16.1 If any term, provision, condition, or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

16.2 This Franchise is subject to the requirements of any and all applicable laws, rules, and regulations, including the Whatcom County Code, as currently enacted or hereafter modified. In the event of any actual conflict between the provisions of this Franchise and the requirements of the Whatcom County Code or County-enacted rules or regulations, the provisions of this Franchise shall control, to the extent authorized by law.

16.3 All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

For County: County Executive
Whatcom County Courthouse.
311 Grand Ave.
Bellingham, WA 98225

For Lynden : Mayor
City of Lynden
300 4th Street
Lynden, WA 98264

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

16.4 No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Franchise or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Franchise, and each and every covenant, agreement, term and condition of this franchise shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section 17. Incorporation and Annexation.

17.1 Whenever any part of the Franchise Area, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this Franchise shall continue in force and effect as to all of the Franchise Area not so included in city or town limits.

Section 18. Insurance.

18.1 During the term of this Franchise Lynden shall keep in effect, a liability insurance policy covering all liability of Lynden to the County, including any assumed by contract between Lynden and any other party, with limits at least in the amount of \$2,000,000. In lieu of the insurance requirement of this Section, Lynden may self-insure against such risks. At the time of Lynden's acceptance of this Franchise and otherwise upon the County's request, Lynden shall provide the County with certificate(s) of insurance or evidence of self-insurance reflecting the requirements of this section.

Section 19. Forfeiture and Termination of Franchise.

19.1 If Lynden shall willfully violate or fail, through willful or unreasonable neglect, to comply with any of the provisions of this Franchise for sixty (60) days after receipt of written notice from the County, then the County shall have the right by ordinance to declare Lynden's forfeiture of all rights hereunder and to declare this Franchise terminated and of no further force or effect thereafter; provided, however, if any failure to comply with this Franchise by Lynden cannot be corrected with due diligence within said sixty (60) day period (Lynden's obligation to

comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Lynden may so comply shall be extended for such time as may be reasonably necessary and so long as Lynden commences promptly and diligently to effect such compliance.

Section 20. Effective Date.

20.1 This Ordinance shall be effective ten (10) days after being signed by the County Executive, with the Franchise granted hereunder finally effective pursuant to the terms of Sections 13.1, 13.1.1, and 13.1.2, having been: (i) introduced to the County Council not less than thirteen (13) days before its passage; (ii) brought to public notice by such notice having been posted in three (3) public places in Bellingham at least fifteen (15) days before the day fixed for the public hearing; (iii) published at least twice in the official newspaper for the County and no later than five (5) days prior to the day fixed for the hearing and as otherwise required by law; and (iv) passed at a regular meeting of the legislative body of the County of Whatcom by a vote of at least _____ members of the County Council on _____, 2020.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

() Approved () Denied

Christopher Quinn

Civil Deputy Prosecutor
(authorized via email 11/10/2020)

Satpal Singh Sidhu, County Executive



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-026**

File ID:	AB2021-026	Version:	1	Status:	Agenda Ready
File Created:	01/04/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: DBrown@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Appointment of four members to serve on the 2021 Whatcom County Districting Committee (two from each major political party: Whatcom County Republican Party nominees are Charlie Crabtree and Jeremiah Ramsey; Whatcom County Democratic Party nominees are Michael Estes and Stephen Jackson)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Per Whatcom County Charter:

Section 4.40 District Boundaries.

The boundaries of each district shall correspond as nearly as practical with the boundaries of election precincts and shall be drawn to produce districts with compact and contiguous territory, composed of geographic units which are approximately equal in population.

Section 4.41 Districting Committee.

During the month of January, 1981, and by January 31 of each tenth year thereafter, a five-member Districting Committee shall be appointed. The County Council shall appoint four persons to the committee, two from each major political party, the four to appoint the fifth who shall be the Chairman. The Districting Committee shall within thirty (30) days of its appointment meet and appoint a Districting Master who shall be qualified by education, training and experience to draw a districting plan. If the Districting Committee is unable to agree upon the appointment of a Districting Master within thirty (30) days, the County Council shall appoint a Districting Master by March 31 of that year.

Section 4.42 Districting Plan.

The Districting Master shall draw a districting plan for the county which shall be submitted by May 1 of the same year to the Districting Committee for adoption with or without amendment. The Districting Committee shall adopt the districting plan within fifteen (15) days. Upon adoption, the districting plan shall be filed with the County Auditor by the Districting Committee. The plan shall become effective upon filing.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments: Charter Language

WHATCOM COUNTY CHARTER

Section 4.40 District Boundaries.

The boundaries of each district shall correspond as nearly as practical with the boundaries of election precincts and shall be drawn to produce districts with compact and contiguous territory, composed of geographic units which are approximately equal in population.

Section 4.41 Districting Committee.

During the month of January, 1981, and by January 31 of each tenth year thereafter, a five-member Districting Committee shall be appointed. The County Council shall appoint four persons to the committee, two from each major political party, the fourth to appoint the fifth who shall be the Chairman. The Districting Committee shall within thirty (30) days of its appointment meet and appoint a Districting Master who shall be qualified by education, training and experience to draw a districting plan. If the Districting Committee is unable to agree upon the appointment of a Districting Master within thirty (30) days, the County Council shall appoint a Districting Master by March 31 of that year.

Section 4.42 Districting Plan.

The Districting Master shall draw a districting plan for the county which shall be submitted by May 1 of the same year to the Districting Committee for adoption with or without amendment. The Districting Committee shall adopt the districting plan within fifteen (15) days. Upon adoption, the districting plan shall be filed with the County Auditor by the Districting Committee. The plan shall become effective upon filing.



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-027

File ID:	AB2021-027	Version:	1	Status:	Agenda Ready
File Created:	01/04/2021	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Request for Motion		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: DBrown@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Approval of Water Work Session and Health Board meeting dates for 2021

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

PROPOSED WATER WORK SESSION DATES:

January 19, 2021
February 16, 2021
March 16, 2021
April 13, 2021
May 11, 2021
June 22, 2021
July 20, 2021
September 21, 2021
October 19, 2021
November 16, 2021

PROPOSED HEALTH BOARD MEETING DATES:

February 2, 2021
March 30, 2021
September 7, 2020 (tentative joint meeting with Public Health Advisory Board)

October 5, 2021

November 30, 2021

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments:



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-030

File ID:	AB2021-030	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancy on the Board of Equalization - Applicant(s): Sonja Merk and Peter Visser

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

BOARD OF EQUALIZATION

1 Vacancy, current member eligible to reapply, 3-year term. Applicants must live in County Council District 4. The Board ensures that all properties are valued at 100% of market value. The Board may equalize property values by either lowering or raising land/building assessments. The Board generally meets on Wednesdays and Thursdays, with occasional Tuesday meetings as the caseload requires. Members receive \$75 per diem for attending hearings.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Merk Application, Visser Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

BOARD OF EQUALIZATION

1 Vacancy, current member eligible to reapply, 3-year term. Applicants must live in County Council District 4. The Board ensures that all properties are valued at 100% of market value. The Board may equalize property values by either lowering or raising land/building assessments. The Board generally meets on Wednesdays and Thursdays, with occasional Tuesday meetings as the caseload requires. Members receive \$75 per diem for attending hearings.

- Sonja Merk, incumbent
- Peter Visser

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

Board of Equalization: Sonja Merk

Subject: Online Form Submittal: Board and Commission Application
Date: Sunday, November 29, 2020 9:35:15 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Sonja
Last Name	Merk
Today's Date	11/29/2020
Street Address	912 Nooksack ave
City	Nooksack
Zip	98276
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3603058880
Secondary Telephone	<i>Field not completed.</i>
Email Address	Mamasongbird73@gmail.com

Step 2

1. Name of Board or Commission Board of Equalization

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 4

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: 2019-2021, 2012-2018, 2003-2009

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions *Field not completed.*

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Graduated high honors and voice scholarship to U of M. 49 college credits ,practical nursing degree from Bellingham vo tech.. Passed wa and mt Practical licensing boards. Nooksack band boosters pres. and sec. assisted and directed fair booth for band boosters. Assisted in many fund raisers for a variety of charitable organizations.

10. Please describe why you're interested in serving on this board or commission

I'm a property owner in what com county and I like the opportunity to make sure we are all paying fair taxes. BOE allows people to bring information that shows they are taxed too high and we can then give them relief.

References (please include daytime telephone number):

Nadean Hanson 360-303-5512. Jennifer Schneider 3607395423

Signature of applicant: Sonja Merk

Place Signed / Submitted Nooksack, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Board of Equalization: Peter Visser

Subject: Online Form Submittal: Board and Commission Application
Date: Sunday, January 3, 2021 3:21:04 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Peter
Last Name	Visser
Today's Date	1/3/2021
Street Address	904 E Front Street
City	Lynden
Zip	98264
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3603196040
Secondary Telephone	3603544817
Email Address	pjvisser@msn.com

Step 2

1. Name of Board or Commission Board of Equalization

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 4

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

[Peter Jay Visser bd of Equalization application.doc](#)

9. Please describe your occupation (or former See attached file

occupation if retired),
qualifications,
professional and/or
community activities,
and education

10. Please describe
why you're interested
in serving on this board
or commission

In looking for something to keep me active in retirement, I felt
that my experience and interests would fit well on this board.

References (please
include daytime
telephone number):

Robert Carmichael, Attorney (360)647-1500
Daryl Brennick, former Lynden mayor (360)961-5656

Signature of applicant:

Peter Jay Visser

Place Signed /
Submitted

Lynden, WA 98264

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Peter Jay Visser

Pete has practiced law for 54 years, and is now retired. During his legal career, Pete represented the City of Lynden for 26 years, Birch Bay Water and Sewer District for 21 years, and Glacier Water District for 20 years. He kept offices in Lynden from 1970 until retiring in 2020.

Pete worked with Carmichael Clark and its predecessors from 1974 until 2020. Prior to 1974, he worked as an Assistant Attorney General for the State of Washington, worked for a year as an associate with LeCocq, Simonarson & Durnan, and had his own private practice.

Pete has also been a relatively active real estate investor in Whatcom County, mostly in the Lynden area, but including developing an apple orchard on the Harksell Road, building condominiums in Blaine, and buying and repairing houses throughout Whatcom County, including Bellingham and Sudden Valley.

Education

University of Washington School of Law, LLB, 1966
University of Washington, BA in Political Science, 1963
Western Washington University 1959-1961
Lynden Christian School graduate, 1959

Community Activities

Over the years, Pete has been associated at various times with many organizations, including:

- LAW Advocates (Board member and President)
- Mt. Baker Beekeeper's Association
- Hope Lutheran Church, Lynden (Council member and President)
- Whatcom County Bar Association (President for one year)
- Lynden Jaycees



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-031

File ID:	AB2021-031	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Business & Commerce Advisory Committee -
Applicant(s): Brad Rader, Troy Muljat, Clark Campbell, Gail Buce, T. Todd Egland, Candice Leonard

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

BUSINESS AND COMMERCE ADVISORY COMMITTEE

5 Vacancies, current members eligible to reapply, 4-year terms. Applicants must represent one of the following: manufacturing, food processing, recreation, agriculture, or another for-profit business entity in any industry. The committee advises the County Council on issues that include regulations and policies that could impact local businesses, industry, or economic development. Duties include: Review, develop, and provide recommendations on: comprehensive plans, regulations, economic development efforts and on proposals which directly impact business and economic conditions in Whatcom County; efforts to improve business conditions, environment and infrastructure; ensuring the county applies a client-focused approach to supporting businesses with regulations, permitting, and planning. Meets monthly.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Rader Application, Campbell Application, Muljat Application, Buce Application, Egland Application, Leonard Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

BUSINESS AND COMMERCE ADVISORY COMMITTEE

5 Vacancies, current members eligible to reapply, 4-year terms. Applicants must represent one of the following: manufacturing, food processing, recreation, agriculture, or another for-profit business entity in any industry. The committee advises the County Council on issues that include regulations and policies that could impact local businesses, industry, or economic development. Duties include: Review, develop, and provide recommendations on: comprehensive plans, regulations, economic development efforts and on proposals which directly impact business and economic conditions in Whatcom County; efforts to improve business conditions, environment and infrastructure; ensuring the county applies a client-focused approach to supporting businesses with regulations, permitting, and planning. Meets monthly.

Food Processing (no applicants)

Manufacturing (no applicants)

Agriculture: Brad Rader, incumbent

Recreation: Clark Campbell, incumbent

Other for Profit:

- Troy Muljat, incumbent
- Gail Buce
- T. Todd Eglund
- Candice Leonard

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)



APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Brad Rader Date: 12/1/20
Street Address: 1270 E. Badger Rd.
City: Lynden WA Zip Code: 98264
Mailing Address (if different from street address): _____
Day Telephone: 360 815 4808 Evening Telephone: _____ Cell Phone: _____
E-mail address: brad.rader.farms.com

1. Name of board or committee-please see reverse: Business and Commerce Adv Comm
2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (If applicable, please refer to vacancy list.)

4. Which Council district do you live in? _____ () One () Two () Three () Four () Five yes () no

5. Are you a US citizen? _____ yes () no

6. Are you registered to vote in Whatcom County? _____ yes () no

7. Have you ever been a member of this Board/Commission? _____ yes () no
If yes, dates: _____

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? _____ () yes no
If yes, please explain: _____

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? _____ () yes no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.
10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
Berry farming and processing in Whatcom

11. Please describe why you're interested in serving on this board or commission:
Farming is key to the future success of our County and I would like to help be a voice for it on this team!

References (please include daytime telephone number): _____

Signature of applicant: [Signature]

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

RECEIVED
DEC 07 2020
WHATCOM COUNTY COUNCIL

Business and Commerce Advisory Committee: Clark Campbell

Subject: Online Form Submittal: Board and Commission Application
Date: Saturday, December 19, 2020 2:56:48 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Clark
Last Name	Campbell
Today's Date	12/19/2020
Street Address	1900 Madison Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	2067538368
Secondary Telephone	<i>Field not completed.</i>
Email Address	clark.campbell@gearaid.com

Step 2

1. Name of Board or Business and Commerce Advisory Committee

Committee

Business and Commerce Advisory Committee Position: Recreation

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 2

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: September 2018 - Present

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, *Field not completed.*

qualifications, &
interest in response to
the following questions

9. Please describe your
occupation (or former
occupation if retired),
qualifications,
professional and/or
community activities,
and education

Current: President - GEAR AID Inc.
Prior:
VP Operations - Outdoor Research Inc
See Linked In profile for full CV:
<https://www.linkedin.com/in/clark-campbell-6a321310/>

10. Please describe
why you're interested
in serving on this board
or commission

1. Opportunity to collaborate with other business leaders to provide clear policy input to the council on topics impacting commerce, employment, and economic development in Whatcom County.

2. To raise awareness of the importance of outdoor recreation sector to jobs and economic growth in Whatcom County

References (please
include daytime
telephone number):

Todd Elsworth - Exec Director - Recreation Northwest. 360-739-8458
Scott Holley - President - Eddyline Kayaks 360 283 5601
Kevin Walsh - President - Evil Bikes 206 790 7313
Derek Long - Sustainable Connections - 360 657 7093
Jeff Giesen - Assoc Director - North Cascades Institute - 425 213 8394
Don Goldberg - Dir. of Economic Development Port of Bellingham 360 676 2500

Signature of applicant:

Clark Campbell

Place Signed /
Submitted

Bellingham WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



DEC 14 2020

WHATCOM COUNTY
COUNCIL

COUNCILMEMBERS:
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Troy MULJAT Date: 12-9-20
Street Address: 8303 Double Ditch Rd
City: Lynden WA Zip Code: 98264
Mailing Address (if different from street address): - Same -
Day Telephone: 360.733.3030 Evening Telephone: 360.820.2000 Cell Phone: 360.820.2000
E-mail address: troy@MULJAT.COM

- Name of board or committee-please see reverse: Business & Commerce Advisory
- You must specify which position you are applying for. Please refer to vacancy list. GENERAL BUSINESS
- Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (If applicable, please refer to vacancy list.) yes () no
- Which Council district do you live in? () One () Two () Three Four () Five
- Are you a US citizen? yes () no
- Are you registered to vote in Whatcom County? yes () no
- Have you ever been a member of this Board/Commission? yes () no
If yes, dates: 2019-2020
- Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? () yes no
If yes, please explain: _____
- Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? () yes no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
Real Estate Broker, Appraiser & Property Manager.

11. Please describe why you're interested in serving on this board or commission:
I enjoy serving & helping regarding business issues that face our county.

References (please include daytime telephone number): Kent Thomas (360) 223-7130.
Brian Finnegan 360.739-9300

Signature of applicant: [Signature]

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

If you are applying for one of the following boards, committees, or commissions, please send this application to the

Whatcom County Executive's Office:

311 Grand Avenue, Suite 108
Bellingham, Washington 98225
Phone:(360) 778-5200 Fax:(360) 778-5201

- Agricultural Advisory Committee
- Americans with Disabilities Act (ADA) Compliance Committee
- Behavioral Health Advisory Committee
- Bellingham-Whatcom County Commission Against Domestic Violence
- Bicycle/Pedestrian Advisory Committee
- Boundary Review Board
- Civil Service Commission
- County Appeals Board
- Developmental Disabilities Board
- Development Standards Technical Advisory Committee
- Ethics Commission
- Food System Committee
- Housing Authority of Whatcom County
- Housing Advisory Committee
- Lodging Tax Advisory Committee
- Marine Resource Committee
- North Sound Mental Health Administration
- Northwest Senior Services Board
- Parks and Recreation Commission
- Point Roberts Community Advisory Committee
- Public Health Advisory Board
- Purchase of Development Rights Oversight Committee
- Rural Library Board
- Salary Commission
- Veteran's Advisory Board

If you are applying for one of the following boards, committees, or commissions, please send this application to the

Whatcom County Council Office:

311 Grand Avenue, Suite 105
Bellingham, Washington 98225
Phone:(360) 778-5010 Fax: (360) 778-5011

- Acme/VanZandt Flood Control Sub-Zone Advisory Committee
- Birch Bay Watershed and Aquatic Resources Management Committee
- Board of Equalization
- Business and Commerce Advisory Committee
- Climate Impact Advisory Committee
- Drayton Harbor Shellfish Protection District Advisory Committee
- Flood Control Zone District Advisory Committee
- Forestry Advisory Committee
- Horticultural Pest and Disease Board
- Incarceration Prevention and Reduction Task Force/Law and Justice Council
- Lummi Island Ferry Advisory Committee
- Lynden/Everson Flood Control Sub-Zone Advisory Committee
- Noxious Weed Control Board
- Open Space Advisory Committee
- Planning Commission
- Portage Bay Shellfish Protection District Advisory Committee
- Solid Waste Advisory Committee
- Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory Committee
- Surface Mining Advisory Committee
- Wildlife Advisory Committee

RCW 42.17A.005

(7) "Candidate" means any individual who seeks nomination for election or election to public office. An individual seeks nomination or election when he or she first:

- (a) Receives contributions or makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office;
- (b) Announces publicly or files for office;
- (c) Purchases commercial advertising space or broadcast time to promote his or her candidacy; or
- (d) Gives his or her consent to another person to take on behalf of the individual any of the actions in (a) or (c) of this subsection.

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE
311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
(360) 778-5010



WHATCOM COUNTY COUNCIL

COUNCILMEMBERS

Barry Buchanan
Rud Browne
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

November 6, 2020

Troy Muljat
8303 Double Ditch Road
Lynden, WA 98264

Dear Mr. Muljat:

According to our records, your term of service on the Business and Commerce Advisory Committee ends on January 31, 2021. I would like to extend my appreciation for all the work you have done for us by serving as a member.

This was your first full term on the Committee; therefore, you're eligible to reapply. If you're interested in reapplying, please complete the enclosed application and return it to our office. You may also complete an online application at www.co.whatcom.wa.us/1584/How-to-Apply. All vacancies will be publicly advertised. Applications are due in the Council Office at 10:00 a.m. on Tuesday, January 5, 2021.

Thank you again for your work!

Sincerely,

A handwritten signature in cursive script that reads "Barry Buchanan".

Barry Buchanan
Council Chair

c: Dana Brown-Davis, Clerk of the Council
Boards and Commission File

BB/jkn

Business and Commerce Advisory Committee: Gail Buce

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 12:27:47 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Gail
Last Name	Buce
Today's Date	1/4/2021
Street Address	2910 Crestline Drive
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3603038655
Secondary Telephone	<i>Field not completed.</i>
Email Address	AHsoapandhoney@gmail.com

Step 2

1. Name of Board or Business and Commerce Advisory Committee

Committee

Business and
Commerce Advisory
Committee Position:

I represent a for-profit business.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 2

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

No

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,
qualifications, &
interest in response to

Field not completed.

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	My name is Gail Buce, Whatcom County Resident since 1973. I live in Bellingham WA and am a small business owners for last 4 years; Alabama Hill Soap and Honey. Husband and I are city beekeepers and have several goats. We sell raw local Alabama Hill honey and handcrafted goat milk soap. Professionally, I am a Clinical Research Professional and Registered Nurse BSN for 20 years, and I am actively involved with Mt. Baker Beekeepers Association as Secretary and Website Administrator, which are both volunteer position.
---	--

10. Please describe why you're interested in serving on this board or commission	I believe my insight to being a small business owner which sells natural local products of honey and soap, would be valuable to the City Council in hearing about how small businesses try to be successful and marketing their products utilizing various means.
--	---

References (please include daytime telephone number):	Tina Anderson 360.303.7452
---	----------------------------

Signature of applicant:	Gail Buce
-------------------------	-----------

Place Signed / Submitted	Bellingham WA
--------------------------	---------------

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Business and Commerce Advisory Committee: T. Todd Egland

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 11:01:13 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	T. Todd
Last Name	Egland
Today's Date	1/4/2021
Street Address	1 Tee Place
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	(360) 306-3018
Secondary Telephone	(805) 698-4361
Email Address	teglan@chmelik.com

Step 2

1. Name of Board or Business and Commerce Advisory Committee

Committee

Business and
Commerce Advisory
Committee Position:

I represent a for-profit business.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 3

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

No

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,
qualifications, &
interest in response to

[T_Todd_Egland_Resume \(1-4-2021\) \(For Commissioner
Position\).pdf](#)

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am an attorney at Chmelik Sitkin & Davis, P.S. with 15 years of experience in corporate litigation, bankruptcy, and transactional work. I have been with the firm since September 2018 after moving back to Washington from California. See attached resume for further details on my background and experience.

10. Please describe why you're interested in serving on this board or commission

Now that I have established my career and family here in Bellingham, I am interested in getting involved with the business community in a meaningful way to learn from established leaders and pitch in where I can to help our business community thrive and grow, especially during difficult times such as we are currently experiencing.

References (please include daytime telephone number):

Jon Sitkin, (360) 671-1796.

Signature of applicant: T. Todd Egland

Place Signed / Submitted Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

T. TODD EGLAND
1 Tee Place, Bellingham, WA 98229
(805) 698-4361 | tegland@chmelik.com

LEGAL EXPERIENCE

Chmelik Sitkin & Davis, P.S., Bellingham, WA

Counsel (2018-present)

Practice focused on bankruptcy, commercial and real property litigation, community association law, municipal law, and transactional matters; representative experience includes:

Belden Blaine Raytis, LLP, Bakersfield, CA

Partner (2015-2018)

Practice focused on employment, complex commercial, and bankruptcy litigation, and receivership and transactional matters; representative experience includes:

Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLP, Bakersfield, CA

Partner (2012-2015), *Associate Attorney* (2005-2012), *Summer Associate* (Summer 2004)

Practice focused on complex commercial, environmental, and bankruptcy litigation; bankruptcy representation of debtors, creditors, and trustees; representative experience includes:

EDUCATION

Washington & Lee University School of Law, Lexington, VA

J.D., GPA: 3.341 (May 2005)

- Academic scholarship recipient
- Executive Editor, *Capital Defense Journal*, Virginia Capital Case Clearinghouse
- Editor-in-Chief, *Environmental Law Digest*

University of Washington, Seattle, WA

B.A. in Political Science and Minor in Communications, GPA: 3.65 (June 2002)

- Annual Dean's List; Golden Key National Honor Society; Pi Sigma Alpha Political Science Honor Society.

BAR ADMISSIONS

California (#240911); Washington (#48788); Ninth Circuit Court of Appeals; United States District Courts for the Southern, Central, Eastern, and Northern Districts of California.

MEMBERSHIPS AND HONORS

American Bar Association; American Bankruptcy Institute; Central California Bankruptcy Association; Federal Bar Association; BV Rating from Martindale-Hubbell (2011).

OTHER PROFESSIONAL EXPERIENCE

The Boeing Company, Commercial Airplane Group, Seattle, WA

Technical Designer II (1998-2002)

Performed computer-aided drafting and design of 747 electrical systems, as well as retrofit design of components for various fleet airplanes. Part of team responsible for designing reinforced cockpit doors following 9/11.

PRESENTATIONS

Developed and presented MCLE programs regarding:

- Discovery of electronically stored information under the amended Federal Rules of Civil Procedure;
- Bankruptcy basics;
- Federal litigation training series for new associates;
- Alternative Dispute Resolution methods and practice;
- Bankruptcy impact on lease enforcement; and
- CERCLA liability in real property transactions.

COMMUNITY INVOLVEMENT

Parent Committee Chair, Boy Scout Troop 4019, Bellingham, WA (2019-present); Board of Directors, Greater Bakersfield Legal Assistance (2012-2018) (Chair, 2016-2018); Advisory Board, Golden Empire Drum & Bugle Corps (2013-2018); Board Member, San Joaquin Valley Chapter, Federal Bar Association (2016-2018); Eastern District of California Magistrate Judge Selection Panel (2017); Leadership Board, American Lung Association (2013-2017); Editorial Board Member, Kern County Bar Association Magazine (2007-2013); Board Member, Kern County Bar Association, Young Lawyers Section (2006-2009).

INTERESTS

Husky athletics, drumming, cycling, hiking, photography, and woodworking.

Business & Commerce Advisory Committee: Candice Leonard

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 29, 2020 8:19:18 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Candice
Last Name	Leonard
Today's Date	12/29/2020
Street Address	493 valley highway
City	Acme
Zip	9822p
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3609224622
Secondary Telephone	<i>Field not completed.</i>
Email Address	Candice98052@yahoo.com

Step 2

1. Name of Board or Commission Business and Commerce Advisory Committee

Committee

Business and
Commerce Advisory
Committee Position:

I represent a for-profit business.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 3

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

No

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,
qualifications, &
interest in response to

Field not completed.

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

15 years in State government in various management capacities as well as 10 years in private industry. Certified project manager. Previous Planning Commissioner in Tillamook County. I run a local quilt store called Tangled Threads Quilt Store.

10. Please describe why you're interested in serving on this board or commission

I enjoy serving the public and feel I would be a good asset to this group.

References (please include daytime telephone number):

Professional references if selected to move forward.

Signature of applicant: Candice Leonard

Place Signed / Submitted Acme, wa

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-032

File ID:	AB2021-032	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Climate Impact Advisory Committee - Applicant(s): Ellen Murphy, Katherine Kissinger, Licia Sahagun, Tracy Petroske, William Bethel, Eddy Ury, Imran Sheikh, Amanda Monthei, Fletcher Wilkinson, Ginny Broadhurst

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

CLIMATE IMPACT ADVISORY COMMITTEE

6 Vacancies, current members eligible to reapply, 3-year terms. Prefer previous work or educational experience in subjects including climate change, renewable energy development, energy conservation, energy sector, waste reduction and recycling, farming, food security, land use planning, municipal government and flood mitigation and planning. The Whatcom County Climate Impact Advisory Committee (CIAC) provides review and recommendations to the Whatcom County Council and Executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change. The key focus of the committee is building climate resilience in Whatcom County through mitigation of greenhouse gases and adaptation to a changing climate. The CIAC meets on the first Thursday of every month and may include 1 to 2 smaller working group meetings per month.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Murphy Application, Kissinger Application, Bethel Application, Broadhurst Application, Petroske Application, Sahagan Application, Sheikh Application, Monthei Application, Ury Application, Wilkinson Application, Hassig Application, Kamada Application, Lambrou Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

CLIMATE IMPACT ADVISORY COMMITTEE

6 Vacancies, current members eligible to reapply, 3-year terms. Prefer previous work or educational experience in subjects including climate change, renewable energy development, energy conservation, energy sector, waste reduction and recycling, farming, food security, land use planning, municipal government and flood mitigation and planning. The Whatcom County Climate Impact Advisory Committee (CIAC) provides review and recommendations to the Whatcom County Council and Executive on issues related to the preparation and adaptation for, and the prevention and mitigation of, impacts of climate change. The key focus of the committee is building climate resilience in Whatcom County through mitigation of greenhouse gases and adaptation to a changing climate. The CIAC meets on the first Thursday of every month and may include 1 to 2 smaller working group meetings per month.

Select 6:

Applications received by 10 a.m. deadline:

- Ellen Murphy, incumbent
- Katherine Kissinger, incumbent
- Licia Sahagun
- Tracy Petroske
- William Bethel
- Eddy Ury
- Imran Sheikh
- Fletcher Wilkinson
- Ginny Broadhurst

Late applications received by 5:00 p.m. on same day of deadline:

- Hunter Hassig, incumbent
- Ray Kamada
- Irena Lambrou

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

Climate Impact Advisory Committee: Ellyn Murphy

Subject: Online Form Submittal: Board and Commission Application
Date: Friday, November 20, 2020 12:39:19 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Dr.
First Name	Ellyn
Last Name	Murphy
Today's Date	11/20/2020
Street Address	2412 Franklin Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	5095546203
Secondary Telephone	<i>Field not completed.</i>
Email Address	ellyn.murphy10@gmail.com

Step 2

1. Name of Board or Commission Climate Impact Advisory Committee

Committee

Climate Impact
Advisory Committee
Position:

I have previous work or educational experience in climate change.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 2

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

Yes

If yes, please list dates:

11/20/20 - 1/30/19 (filled a partial term)

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience,

[Ellyn Murphy resume brief.pdf](#)

qualifications, &
interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Please see attached resume

10. Please describe why you're interested in serving on this board or commission

I filled a partial term on the Climate Impact Advisory Committee (CIAC) in January 2019. Since joining the committee I have been active in engaging community members and stakeholders on climate change impacts across the county. As the current chair of CIAC, I typically spend anywhere between 10 - 30 hours per week coordinating activities. We are in the process of developing goals, strategies and actions for the updated Climate Action Plan which CIAC plans to submit to the Council and Executive in April 2021. I would like to see this important activity through to completion. I appreciate all the help CIAC has received from the County Council and County Executive.

References (please include daytime telephone number):

Chris Elder 360.840.3064
Jayne Freudenberger 360.734.5283
Judy Hopkinson 360.920.1728

Signature of applicant: Ellyn Murphy

Place Signed / Submitted Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Ellyn Murphy

2412 Franklin St.
Bellingham, WA 98225
(509) 554-6203
ellyn.murphy10@gmail.com

Relevant Experience

- As a member of the Climate Impact Advisory Committee, I launched the Community Research Project in 2019 to engage community members and stakeholders on climate change issues. This effort resulted in a final report that was a culmination of over 100 interviews by ~12 volunteers. Several Whatcom Watch articles have been published based on this work and the entire report is available on the county website.
- As a member of the Mid-Columbia Energy Initiative (sponsored by the Tri-Cities Economic Development Council), I served on a subcommittee which developed guidelines for community sustainability with an emphasis on water and energy.
- Chaired a committee and published a report on Sustainable Communities for the Tri-Cities (Kennewick, Pasco, and Richland) for the local League of Women Voters (LWV).
- Co-chaired a state-wide committee for the Washington LWV to develop a tool-kit on climate change.
- Served on a nation-wide LWV committee on climate change and attended the December 2009 United Nations Conference of the Parties (COP 15) meeting on climate change in Copenhagen, Denmark.
- As a member of the Tri-Cities chapter of the Citizens Climate Lobby, I have written multiple letters to the editor and an op-ed on adaptation to climate change.
- In addition to a career in hydrology and forestry, I have also focused on strategic planning in energy and environment and science communication.

Education

B.S.	General Science	University of Iowa, 1975
M.S.	Forest Science	Oregon State University, 1979
Ph.D.	Hydrology	University of Arizona, 1987

Technical Experience

- Strategic research planning and development in energy and environment, specifically on the use of performance assessment models for understanding the regional impacts of climate change on communities. Also led committees that developed research initiatives on subsurface carbon sequestration and advanced energy storage.
- Hydrology research areas included contaminant fate and transport in groundwater; groundwater recharge rates through the vadose zone; groundwater age; and bioremediation.
- Forestry research areas included tree/plant physiology and reforestation.
- Science communication

Work Experience

Research Associate	1975-1977	University of Iowa Medicine
Reforestation Forester	1979-1980	Crown Zellerbach Corp., Seaside, OR
Senior Program Manager	1987-2013	Pacific Northwest National Laboratory
Department Manager		Energy & Environment Directorate
Research Scientist		Richland, WA

Most of my career was spent at PNNL, a Department of Energy National Laboratory, as a research scientist, line manager, and in strategic planning of new research areas for the Laboratory. I retired in September 2013. Publications and reports available upon request.

Community Activities

Citizens Climate Lobby:

As part of the Tri-Cities chapter of CCL, I authored letters to the editor that were published in the Tri-Cities Herald and wrote an op-ed for the bilingual newspaper, *You Decide or Tu Decides* on climate change adaptation. The latter was a ten-part series on Climate Matters: Causes, impacts and solutions to climate change. *Tu Decides* is a weekly publication that reaches small farming communities in the Yakima Valley.

League of Women Voters:

Chaired a committee and published a report on Sustainable Communities for the Tri-Cities (Kennewick, Pasco, and Richland). Conducted interviews of city officials to determine best practices in buildings and energy, transportation and mobility, waste management, food security, and planning, analysis, vision and community outreach. Our premise for the report was that sustainable practices lead to more cost-effective provision of services, which means a more efficient use of revenue and/or taxes, and overall, a higher quality of life. Report: http://www.lwv-bf.org/files/Sustainable_Communities.pdf

Co-Chaired a state-wide committee to develop a tool-kit on climate change with an emphasis on the impacts of climate change in Washington state. This Climate Action tool-kit is available on the League of Women Voters state website: <https://www.lwvwa.org/toolkits>

I also served on the LWV nation-wide committee on Climate Change. This committee developed material for the national website. As part of this committee, I attended the December 2009 United Nations Conference of the Parties (COP-15) meeting on climate change in Copenhagen, Denmark.

Tri-Cities Economic Development Council (TRIDEC):

As part of the Mid-Columbia Energy Initiative, we developed material to showcase community sustainability practices in the Tri-Cities. The focus of the committee was energy and water, but also emphasized research and innovation, waste management, and reuse and recycling.

Hobbies

Outdoor activities such as camping, kayaking, and fishing, woodworking, reading and travel.

Climate Impact Advisory Committee: Katherine Kissinger

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 29, 2020 5:08:34 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name Katherine

Last Name Kissinger

Today's Date 12/29/2020

Street Address 2128 Franklin St

City Bellingham

Zip 98225

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 2064656407

Secondary Telephone *Field not completed.*

Email Address krkissinger13@gmail.com

Step 2

1. Name of Board or Climate Impact Advisory Committee

Committee

Climate Impact
Advisory Committee
Position:

I have previous work or educational experience in climate change.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 2

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

Yes

If yes, please list dates:

Jan. 2020 - Present

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience,

[Kissinger_ClimateImpact.pdf](#)

qualifications, &
interest in response to
the following questions

9. Please describe your
occupation (or former
occupation if retired),
qualifications,
professional and/or
community activities,
and education

I have worked in various fisheries positions with Puget Sound Energy and WDFW. I graduated from WWU in 2018 with a Bachelor's Degree in Environmental Science. During my time at Western I took several courses relating to climate change and natural resource policy. This past year I have been volunteering as a member of the Climate Impact Advisory Committee and took on the role of Secretary for the committee in June. Since then I have been responsible for recording meeting minutes and compiling them in a shared public document each month.

10. Please describe
why you're interested
in serving on this board
or commission

I am interested in serving on this committee because I have been contributing to the creation of the draft of our Climate Impact Report and I would like to continue my work and see this through to completion. I would also like to help the committee transition into new projects once the report is completed. I believe we have so much to get done with this committee and the next decade will be particularly important to act on climate and foster economic growth at the same time.

References (please
include daytime
telephone number):

Kaylee Galloway (425) 417-0904
Chris Elder (360) 840-3064
William Bethel (206) 799-2549

Signature of applicant:

Katherine R Kissinger

Place Signed /
Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Katherine Kissinger

krkissinger13@gmail.com

(206) 465 6407

QUALIFICATIONS SUMMARY

- Outstanding written and verbal communication and organizational skills
- Ability to multi-task and prioritize effectively
- Excellent web-based research skills
- Attention to detail, and time management proficiency
- Commitment to environmental protection and sensitivity to tribal issues

EDUCATION

Bachelor of Science, Environmental Science, Minor: Geography, Western Washington University (WWU), Bellingham, WA, December 2018

Associate of Arts, Green River College (GRC), Auburn, WA, June 2016

RELEVANT COURSEWORK

-Wetland Ecology Lab

-Energy and the Environment

-The Urban Environment

-Intro to Global Change

-Environmental Disturbances

-Water Quality Lab

-Intro. To Urban Planning

-Oceanography

-Environmental Impact Assessment

-Climate Change

-Natural Resource Policy

RELEVANT EMPLOYMENT EXPERIENCE

Scientific Technician, Washington State Department of Fish and Wildlife, Bellingham, WA, Aug. 2020 – Nov. 2020

- Commercial Salmon sampling, data collection
- Knowledge of commercial and tribal fishing regulations
- Knowledge of Native salmon lifecycles and habitats

Energy Production Temporary Worker, Puget Sound Energy Baker River Hydroelectric Project, Concrete, WA, Feb. 2019 – Jun. 2020

- Ability to work flexibly, both independently, and as part of a team
- Experience rearing Sockeye and Coho salmon in the Upper Baker Fish Hatchery
- Assisting Biotechnicians with Hatchery and Floating Surface Collector operation, sampling and pit tagging fish

Wetland Monitoring Intern, The Evergreen State College / WSDOT, Olympia, WA, Jun. 2018 – Sep. 2018

- Conducting fieldwork in pastures, forested, and inundated areas
- Completing Wetland Data Forms in MS Word, and Excel

RELEVANT VOLUNTEER EXPERIENCE

Secretary, Natural Resources Working Group, Whatcom County Climate Impact Advisory Committee, Bellingham, WA, Jan. 2020 – Present

- Recording notes and compiling them in a public document after each monthly meeting
- Participating in the Natural Resources Working Group by researching, writing, and editing the Natural Resources Section of the Climate Impact Report

Climate Impact Advisory Committee: William Bethel

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 5, 2021 12:37:19 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	William
Last Name	Bethel
Today's Date	1/5/2021
Street Address	2128 Franklin st.
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	2067992549
Secondary Telephone	<i>Field not completed.</i>
Email Address	williamjbethel@gmail.com

Step 2

1. Name of Board or Commission: Climate Impact Advisory Committee

Committee

Climate Impact
Advisory Committee
Position:

I have previous work or educational experience in land use planning.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 2

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to

[Resume-committee.docx](#)

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Through my education, up to a Master's degree, I am an experienced soil scientist and ecosystem analyst. I have also received training in climate science, pollution control, formal writing, and environmental planning. I am excellent at engaging the public with 10 years of experience and am able to communicate complex concepts with my experience as teaching climate science and remote sensing. My areas of expertise are essential considerations for climate impact studies, as soil carbon is a major sink for atmospheric carbon that is often overlooked, and analyzing ecosystems is key piece of knowledge in assessing climate impact.
---	---

10. Please describe why you're interested in serving on this board or commission	As a young adult, outdoor enthusiast and environmental scientist I am extremely concerned with the direction that the earths climate has gone in recent years. I see this as an opportunity to help make an impact on future planning and assessment in this area, while also broadening my own experiences.
--	--

References (please include daytime telephone number):	Donald Baeder - (360) 348-9553 Joshua Boswell - (360) 701-3611 Margaret Schmidt - (604) 307-1543
---	--

Signature of applicant:	William Bethel
-------------------------	----------------

Place Signed / Submitted	Bellingham, WA
--------------------------	----------------

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

William Bethel

3770 Canterbury lane #130 Bellingham, WA 98226 | 206-799-2549 | WilliamJBethel@gmail.com

Education

MASTER OF SCIENCE | FALL 2018-FALL 2020 | SIMON FRASER UNIVERSITY | GPA: 3.7

- Program of Study: Geography
- Focus: Digital Soil Mapping, Predictive Ecosystem Mapping
- Presented at CSSS 2019 in Saskatchewan
- Collect data from a variety of sources, including government websites
- Process data into spreadsheets and reports
- Critically analyze data and draw unique conclusions

BACHELOR OF SCIENCE | WINTER 2017 | WESTERN WASHINGTON UNIVERSITY | GPA: 3.0

- Major: Environmental Science
- Minor: GIS operations
- Related coursework: Chemistry, Biology, Integral Calculus, Physics, Soil Science, Wetland Science, Environmental Policy, Oceanography, Statistics, GIS analysis, Python Scripting, Remote Sensing

ASSOCIATE OF ARTS | 2012 | CASCADIA COMMUNITY COLLEGE | GPA: 3.5

WILDLAND STUDIES | PATAGONIAN ECOSYSTEMS: THE CHILE PROJECT | WINTER 2017

- Winter spent doing ecological and conservation research in Patagonia
- Completed a brief geologic survey of the Los Lagos Region based on field samples

Experience

RESEARCH ASSISTANT | SIMON FRASER UNIVERSITY | FALL 2018 – FALL 2020

- Analyze data collected from sites in BC and Nova Scotia for trends
- Field sampling soils in the Eaglehills Forest near Kamloops BC
- Develop models to predict soil properties in sites that were not surveyed
- Analysis and modeling work done using ArcGIS, SAGA, R, QGIS, and ENVI

TEACHING ASSISTANT | SIMON FRASER UNIVERSITY | FALL 2018 – FALL 2020

- Teaching labs for Biogeography, Introductory Remote Sensing, and Advanced Remote Sensing
- Evaluating student work in lab sections
- Teaching GIS software including ArcGIS, ENVI, and TerrSet

NON RESPONSE FOLLOWUP UNIT ENUMERATOR | UNITED STATES CENSUS BUREAU | JUNE 2020 – OCTOBER 2020

- Contact households that had not completed the 2020 census and enumerate in person
- If the above was not possible, identify proxies to complete the census for that address
- Enumerate individuals in special circumstance who would not otherwise have been counted

VICE PRESIDENT/SCHOLARSHIP CHAIR | CASCADE SCOUT RESERVATION STAFF ALUMNI ASSOCIATION

- Manage events and funds for the CSRSAA
- Write scholarship guidelines and evaluate scholarship applications

WASHINGTON CONSERVATION CORPS | SEDRO WOOLEY DNR LOCKUP | OCTOBER 2017-SEPT 2018

- Work on a variety of projects, including restoration and trail building
- Work in varied climates and conditions, including a month-long deployment to the Virgin Islands
- Assist in ongoing scientific and community outreach programs

NOXIOUS WEED AIDE | SKAGIT COUNTY | JUNE 2017-PRESENT

- Assisting in control and eradication of *Spartina anglica* and *Fallopia sachalinensis*
- Maintain spraying equipment in compliance with state regulations
- Collect data on noxious weed locations using GPS units and the iForm app

PROGRAM DIRECTOR/HEAD COMMISSIONER | CAMP EDWARD, CHIEF SEATTLE COUNCIL | JUNE 2013-JUNE 2020

ECOLOGY CONSERVATION DIRECTOR | CAMP BRINKLEY, CHIEF SEATTLE COUNCIL | JUNE 2011-AUGUST 2012

- Design and execute program for approximately 1500 campers each summer

- Oversee the camp's conservation program, revegetation program, and invasive species removal
- Train and manage a staff of 30-50, ensuring excellent customer service, emergency response, and public speaking
- Instruct staff and campers in conservation practices and ecology of the Pacific Northwest

Skills & Abilities

MANAGEMENT AND LEADERSHIP

- Able to prioritize and manage projects for efficiency and excellence
- 10 years of directorship experience at two BSA scout camps
- Skilled in recruitment and training of new individuals

ENVIRONMENTAL SCIENCE

- Knowledge of North American and Washington State environmental history and policy
- Specific knowledge of techniques relating to analysis of soils, water, and wetlands

PACIFIC NORTHWEST ECOLOGY AND ENVIRONMENT

- Understanding of active and historical environmental processes of the Pacific Northwest
- Ability to identify native and non-native plant species through multiple characteristics
- Understanding of the geologic history of the Pacific Northwest
- Understanding of the soil types in the Pacific Northwest
- Ability to identify native birds and mammals by sight

GIS OPERATIONS

- Produce informative and visually pleasing maps to display results of analysis
- Work with ArcGIS and QGIS programs to perform spatial analysis
- Write python and R scripts to perform complex analysis
- Work with ENVI to analyze remotely sensed data

NOXIOUS WEED CONTROL

- WA State Pesticide Consultant/Operator license, with endorsements for Aquatic variant
- Experience with numerous forms of Noxious Weed control - chemical, biological, and mechanical

PROGRAMMING

- Proficient in R, Java, C++, and Python
- Understanding of program structure and design specifically for academic and statistical purposes

ACHIEVEMENTS

- Eagle Scout | November 2009

Climate Impact Advisory Committee: Ginny Broadhurst

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 5:10:21 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name Ginny

Last Name Broadhurst

Today's Date 1/4/2021

Street Address 329 Viewcrest Rd

City Bellingham

Zip 98229

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 360-325-3560

Secondary Telephone *Field not completed.*

Email Address broadhv@wwu.edu

Step 2

1. Name of Board or Climate Impact Advisory Committee

Committee

Climate Impact
Advisory Committee
Position:

I have previous work or educational experience in climate change.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 1

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to

[GINNY BROADHURST WWU 2021.pdf](#)

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am the Director of the Salish Sea Institute at WWU where I work on a variety of projects related to the health of the Salish Sea. I frequently organize, facilitate and participate in workshops focused on Salish Sea environmental challenges and solution. I have a BS in Environmental Conservation from Univ of New Hampshire and a MMA (Masters in Marine Affairs) from Univ of Washington. I have worked on environmental restoration, protection and education for 30 years and always, climate change has been a crucial piece of this. I have integrated climate change into organizational strategic plans, I have organized lecture series for community members on climate and I have helped to develop a comprehensive report on the health of the Salish Sea that includes climate change as a global and regional issue. Please see my resume for additional detail.

10. Please describe why you're interested in serving on this board or commission

I am impressed with the work that the City is doing on climate and I think that I could bring additional relevant experience. I spend a lot of time working professionally on related issues, but I'm also a homeowner who sees the challenges and opportunities that can occur through individual action. My husband and I have invested in insulating and updating a 100 year old house in B'ham to be energy efficient and more recently we've installed solar panels and purchased an electric vehicle. I would like to be part of a the city's efforts to consider practical measures to reduce carbon emissions.

References (please include daytime telephone number):

Hilary Wilkinson, Principal Veda Environmental, 360-319-3493
Lucas Hart, Exec Director, Northwest Straits Commission, 360-385-1153

Signature of applicant: Ginny Broadhurst

Place Signed / Submitted Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

GINNY BROADHURST

Director, Salish Sea Institute, Western Washington University
MS 9110, 516 High St, Bellingham, WA 98225
360.650.4075
broadhv@wwu.edu

Employment

Director, Salish Sea Institute, Western Washington University 2017 - present

Founding Director for the Institute working on projects and fundraising critical to its' development. Worked with faculty to create newly approved minor in multi-disciplinary Salish Sea Studies at WWU. Led the administration of 2018 and 2020 Salish Sea Ecosystem conferences. Regularly organize events to promote learning on and off campus about key environmental threats and solutions for the Salish Sea region. Completing comprehensive report on the State of the Salish Sea to be released in 2021 with focus on climate and other environmental threats. Report will elevate awareness of the Salish Sea and aim to improve transboundary management of the waters.

Exec Director, Northwest Straits Commission, Mount Vernon, WA 2007- 2017

Responsible for daily operations of the organization including supervision of up to 6 staff and oversight of 100 volunteers in local, county-based advisory committees working on environmental education and restoration. Developed and carried out 3 year organizational strategic plan identifying top environmental areas of focus for work. Developed budgets, work plans, sustainability plan and communications strategy. Worked with advisory board and committees on key policy decisions. Successfully carried out regional community events on ocean acidification to improve climate literacy. Provided briefings and testimony at hearings and meetings as needed. Worked with members of Congress and staff on reauthorization bills and funding strategies. Represented the organization at national and international conferences, local briefings and with natural resource leaders throughout Puget Sound.

Marine Program Manager, Northwest Straits Commission 2003-2007

Developed and carried out marine restoration projects in coordination with local marine resources committees and provided technical support to local projects. Participated in regional Puget Sound recovery work groups and planning efforts. Developed training events and materials. Produced newsletter articles and variety of written and oral reports. Provided regular communication between local volunteer committees and staff.

Marine Protection Specialist, Puget Sound Action Team, Olympia, WA 1996-2003

Part of a team to develop the Puget Sound Management Plan. Worked with scientists and managers to identify key recovery actions and emerging issues. Facilitated meetings and communicated issues with advisory groups. Wrote fact sheets. Provided briefings to managers and leaders.

Recent Professional Accomplishments

Organizational management and accountability

- Provided vision and leadership for Northwest Straits Commission's organizational growth while ensuring scientific credibility and strategic focus
- Created budgets, hired and supervised staff and developed work plans for organization with \$1.6 million annual budget, 4 staff and over 100 volunteer committee members
- Developed support for funding from elected officials at all levels of government to secure new funding streams for organization
- Tracked outcomes, evaluated programs and provided continual organizational improvements to improve environmental outcomes and increase accountability
- Developed and approved by consensus a 3 year organizational strategic plan

Communications and outreach

- Testified at hearings and provided briefings to state legislature, local county government, regional planning bodies and US Congress to improve understanding of cumulative impact of environmental stewardship in 7 county region
- Communicated environmental issues and project results to agencies, fishing groups and community members to promote improved understanding of issues and solution
- Elicited project support and partnerships from Puget Sound tribes, WA state agencies, federal agencies and agencies in British Columbia
- Garnered positive national and local media (NY Times, CNN, NBC Nightly News and more) attention for program accomplishments
- Organized and carried out meetings of the Northwest Straits Commission, a 13 member multi-stakeholder and political appointee board overseeing marine conservation efforts in north Puget Sound counties

Education

M.M.A., School of Marine and Environmental Affairs, University of Washington, Seattle, WA

B.S., Environmental Science, University of New Hampshire, Durham, NH

Current Community Service and Professional Affiliations

Board member and in-coming Chair 2021, Bellingham SeaFeast (board member since 2018)

Advisory board member, Institute for Multidisciplinary Ecological Research in the Salish Sea, Galiano Island, BC (2020)

Executive Committee, Salish Sea Ecosystem Conference, 2017 – present

Program Committee, Salish Sea Ecosystem Conference, 2017 – present

Recent Community and Professional Presentations

2020

Opening Speaker, Salish Sea Ecosystem Conference (virtual)

2019

Invited Speaker, Shoreline Planners group, South Seattle College

Keynote speaker, General Membership Dinner, Pennask Lake Fishing club, Vancouver, BC

Featured speaker at reception at US Consul General residence in Vancouver, BC

Opening comments to SeaDoc training workshop for K-12 instructors at WWU

Opening comments to Joint Statement of Cooperation Workgroup meeting, Bellingham WA

Opening comments to Joint Pacific Coast Marine Review Panel and Puget Sound Harbor Safety Committee meeting, Bellingham, WA

2018

Keynote speaker, *Thinking about the Salish Sea as an Ecosystem*, Storming the Sound, La Conner, WA

Class lecturer, *Can a Map Change How We Manage the Salish Sea*, Sound Waters University, Langley, WA

Invited speaker, Canadian Consulate General's Opening Reception for the Salish Sea Ecosystem Conference, Seattle, WA

Invited speaker, *Strengthening our Sense of Place and Connection to the Salish Sea*, Whatcom Marine Resources Committee, Bellingham, WA

Invited speaker, *Cultivating a Sense of Place*, Community Engagement Forum at Whatcom Community College, Bellingham, WA

Briefing on Salish Sea Transboundary Policies, Puget Sound Partnership's Leadership Council, Shoreline, WA

Featured Speaker, *The Salish Sea*, Skagit Audubon meeting, Mount Vernon, WA

Panelist, BPRI Forum: Regional Cross-border collaboration between the US and Canada, Western Washington University, Bellingham, WA

2017

Invited speaker, *Can a Map Change How We Manage the Salish Sea?* School of Environmental Studies, University of Victoria, Victoria, BC

Invited speaker, Skagit Marine Resources Committee, Mount Vernon, WA,

Climate Impact Advisory Committee: Tracy Petroske

Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, December 30, 2020 7:14:19 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
First Name	Tracy
Last Name	Petroske
Today's Date	12/30/2020
Street Address	6022 Bell Creek Logging Rd 243, PO Box 243
City	DEMING
Zip	98244-024
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	PO Box 243, Deming, WA 98244
Primary Telephone	3605949486
Secondary Telephone	4259456455
Email Address	tracy.petroske@gmail.com

Step 2

1. Name of Board or Committee	Climate Impact Advisory Committee
Climate Impact Advisory Committee Position:	I do not have previous work or educational experience in the requested fields of expertise.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience,	Resume_Tracy Petroske_Bell Creek Science.pdf

qualifications, & interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Former teacher (physics, mathematics), and Education/Public Outreach professional. I am now the owner of Bell Creek Science Services, a consulting business to capitalize on my blend of science, education, and communication expertise. Services include:
Writing, editing, publication support, simplify and condense complex scientific content, create and fact-check materials prior to publication, literature searches, edit English-as-a-Second-Language research articles
Curriculum development, create outreach materials, draft scientific posters, prepare Power Point presentations, plan and facilitate public outreach events, meetings and classes
Liaison between the general public and elected officials in response to scientific disputes, represent groups through presentations or seminars, assist with identification and development of durable partnerships
Field work, includes monitoring of cetaceans, collection of high-altitude tree DNA, classifying downed birds
Develop and implement robust scientific study and resource management plans

10. Please describe why you're interested in serving on this board or commission

I would like to be part of the conversation with all stakeholders about practices that affect our climate - how to best manage and maintain our lands in a way that is ultimately beneficial for all stakeholders; the physical environment, wildlife, and human residents. My science background, education/outreach and facilitation experience could be of valuable service as this commission makes decisions and communicates that information to other parties.

References (please include daytime telephone number):

David Roberts, 360-483-7341, Kulshan Environmental Services, LLC
Doug Clark, 360-201-3599, WWU Geology Professor

Signature of applicant: Tracy M Petroske

Place Signed / Submitted: Welcome, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Tracy McCallister Petroske

Tracy.petroske@gmail.com (360) 594-9486 Bellingham, WA

<i>Experience</i>	2018	Bell Creek Science Services, Owner
	2016-20	Institute for Global Environmental Strategies , Science and Education Review
	2016-18	Caltech , Education & Public Outreach Coordinator
	2001-16	Snoqualmie & Bellevue SD , Educator/STEM Program Manager/Math Chair
	1998-01	Source Net , Technical Writer, Software Test & Configuration Manager
	1991-94	Univ. of Washington , Graduate student - Oceanography/Environmental science
	1989-91	Boeing Kent Space Center , Physicist-Engineer (fluid dynamics)
	1985-89	Scripps Institute of Oceanography , Oceanography Research Assistant

<i>Education</i>	2009	National Board Certification, Teaching , Adolescence/Young Adulthood Mathematics
<i>&</i>	2002	Pacific Lutheran University, Teaching Certifications , Environmental/Earth Science, Mathematics, Physics
<i>Training</i>	1993	University of Washington , M.S. Oceanography
	1989	UC San Diego , B.S. Physics, studies in Aquatic Biology and Zoology
		Environmental Science Certificates:
		Protected Species Observer Certification
		Cetacean Passive Acoustic Monitoring Certificate
		BOSIET (offshore helicopter, fire suppression, emergency medical)
		Bureau of Ocean and Energy Management - Approval for Wind Energy Monitoring
		National Marine Fisheries Service - Approval for Wind Energy Monitoring
		Operations & Dredging Endangered Species System (ODESS)
		Eastside Fire and Rescue Academy , Emergency Medical Technician
		9-1-1 Whatcom Police Dispatch , Call Receiver

Relevant Highlights

Bell Creek Science Services: I founded this consulting business in 2018 to capitalize on my blend of science, education, and communication expertise. Services include:

- Writing, editing, publication support, simplify and condense complex scientific content, create and fact-check materials prior to publication, literature searches, edit English-as-a-Second-Language research articles
- Curriculum development, create outreach materials, draft scientific posters, prepare PowerPoints presentations, plan and facilitate public outreach events, meetings and classes
- Liaison between the general public and elected officials in response to scientific disputes, represent groups through presentations or seminars, assist with identification and development of durable partnerships
- Field work, includes monitoring of cetaceans, collection of high-altitude tree DNA, classifying downed birds
- Develop and implement robust scientific study and resource management plans

Institute for Global Environmental Strategies Product Review, Education consultant

As needed, I review environmental science educational materials, compose detailed reports, recommend modifications, and take part in web conferences for final analysis. Recent projects include: (1) Analysis of sea-level rise in US estuaries and the impact on local species. (2) Evaluation of temperature projections using NASA's Goddard Institute Climate Model E2.

Caltech: Picked up a languishing project (STEMdex), performed a needs assessment, formed a working group, and found a technology group at Harvard that was willing to integrate our project into theirs. Supported work on four

NASA Universe of Learning (UofL) Programs, including team-writing scripts for NASA UofL videos. Performed fact verification. Edited proposals and research papers. Supported public events and meetings.

Education & Education Management: Taught Calculus, Physics, Environmental Science, Biochemistry, Forensics/Law. Managed teams and budgets. Represented the department and district at meetings and public events. Wrote grant proposals. Managed a Pearson Education team scoring National Board portfolios. Interfaced with stakeholders to achieve initiatives to support indigenous students during periods of high absenteeism due to tribal events.

Additional Information & Activities

Technology: Very high-level proficiency with MS Office suite (Word, Excel, PowerPoint, OneNote) and with tools for web conferencing and communication (e.g., Zoom, Slack). Some experience with QGIS.

Salish Sea Expeditions

Wrote grant proposals to fund 30 students for multiday science and sailing experiences. On each trip, we addressed a scientific hypothesis by collecting and analyzing hydrographic data.

Underwater BOTS for Girls in Science

Wrote two successful National Science Foundation grant proposals to develop, market and execute an underwater LEGO robotics program for junior high females.

Adventure Scientists, *field data collection*

Summer 2020: Wild and Scenic Rivers. Our data sampling will empower river managers to preserve water resources that support fish, wildlife, and human communities.

Summer 2019: DNA collection of Pacific Northwest Alaska Yellow Cedar, to enable the US Forest Service to compile genetic databases which could ensure legal harvesting of wood.

Whatcom Wildlife Rehabilitation— *ongoing, weekly, since April 2018*

Train new volunteers, tube feed juvenile birds and mammals, prepare animal diets, provide enrichment, clean, assist with necessary surgical procedures.

COASST, [*Coastal Observation and Seabird Survey Team*] – *since Dec 2017*

Monthly solo surveys to locate and identify downed birds at Point Whitehorn, near Birch Bay, WA.

Medical and Emergency Response: 9-1-1 Call receiver, volunteer fire and rescue, active member of Bellingham Mountain Rescue Council.

Publications and Certificates

(some under prior name: McCallister-Roberts)

Petroske, T. (2020), The Status of Consultation and Consent with Indigenous Peoples, Thirty Meter Telescope (TMT) White Paper, TMT Basecamp, Nov 2020.

Petroske, T. (2020), Placemaking in Natural Spaces and Culturally Sensitive Localities – A Literature Review, Thirty Meter Telescope (TMT) White Paper, TMT Basecamp, Sept 2020.

Rebull, L.M., **T. Roberts**, et al., Motivations of Educators for Participating in an Authentic Astronomy Research Experience Professional Development Program, Physical Review Physics Education Research, 14, 010148, June 2018.

Rebull, L, D. French, W. Laurence, **T. Roberts**, et al. (2018), Major outcomes: An Analysis of 8 years of Data from NITARP, *Physical Review Physics Education Research*, 14, 010148, June 2018.

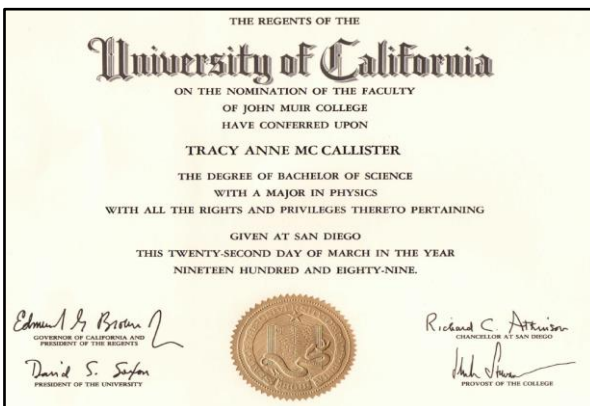
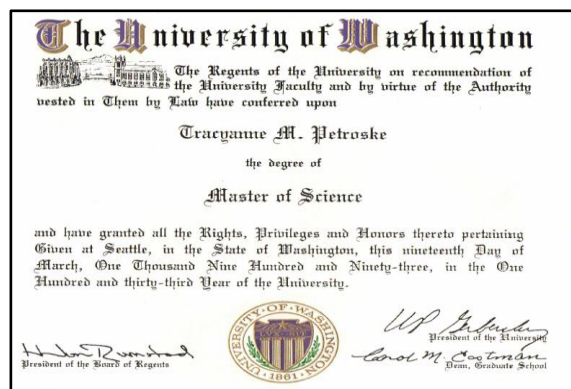
L. M. Rebull, M. Fitzgerald, **T. Roberts**, et. al., The NASA/IPAC Teacher Archive Research Program (NITARP), Physics Education, arXiv:1804.08743, April 2018

Roberts, Tracyanne M. Boys, Girls, and the Pursuit of Science. *Astrobites*, Astrobites, 11 Aug. 2017, astrobites.org/2017/08/12/boys-girls-and-the-pursuit-of-science/.

Roberts, Tracyanne M. STEMdex Technical paper, NASA UofL Basecamp, 2017.

Roemmich, D, **T. McCallister** and J. Swift, (1991), A Transpacific Hydrographic Section along Latitude 24 N: Distribution of Properties in the Subtropical Gyre. *Deep-Sea Research*, Vol. 38, supplement 1A, pp S1-S20.

Roemmich, D. and **T. McCallister** (1989), Large Scale Circulation of the North Pacific Ocean. *Progress in Oceanography*, Vol. 22, pp 171-204.



Climate Impact Advisory Committee: Licia Sahagun

Subject: Online Form Submittal: Board and Commission Application
Date: Saturday, December 26, 2020 1:07:37 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Ms.

First Name Licia

Last Name Sahagun

Today's Date 12/26/2020

Street Address 2814 Victor St

City Bellingham

Zip 98225

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 8152196795

Secondary Telephone *Field not completed.*

Email Address liciasahagun@gmail.com

Step 2

1. Name of Board or Climate Impact Advisory Committee

Committee

Climate Impact Advisory Committee Position: I have previous work or educational experience in climate change.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 2

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to [L-Sahagun Resume 2020.pdf](#)

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am currently serving as the Executive Director for Wild Whatcom, a local nonprofit organization that fosters lifelong connections to nature in local youth and families in an effort to raise a generation of environmental changemakers. Previously, I was the Deputy Director for the Green Energy Institute at Lewis and Clark Law School, a legal and policy research center that supports elected officials, policy advocates and regulators with comprehensive energy reform strategies. In this role, I also organized events that convened elected officials (including Governor Kate Brown, Senator Merkley), CEOs (including Vestas, SunPower, and Pacific Power), and regulators (including President of the CPUC and FERC Commissioner Glick's office) to discuss renewable energy legal and policy strategies. Prior to this work I received my Masters of Studies in Environment, Natural Resources, and Energy Law at Lewis and Clark Law School. In 2015 through 2018, I was also involved with an organization, Our Climate, which organizes, educates, and empowers young people to advocate for climate policies. See attached resume for more information.

10. Please describe why you're interested in serving on this board or commission

I believe that a transition away from fossil fuels will require regional energy systems reliant on more localized economies. Thus, counties and cities stand to develop innovative policies and systems to serve as replicable models for other jurisdictions in the transition to reduced greenhouse gas emissions and renewable energies. My prior work in Portland, Oregon collaborating with Multnomah County's sustainability office demonstrated that local jurisdictions are poised and ready to lead, and I would like to support and encourage Whatcom County to do the same. Working alongside elected leaders and community organizers dedicated to moving our economies to renewable energy also gives me hope for our shared future and that of generations to come. I look forward to the opportunity to join these discussions, share my knowledge and expertise, and learn from others doing this work in Whatcom County.

References (please include daytime telephone number):

Melissa Powers, Jeffrey Bain Faculty Scholar and Professor of Law at Lewis & Clark Law School, (503) 768-6727

Meredith Hayes, Chair of Wild Whatcom Board of Directors, 303-520-5824

Signature of applicant:

Licia Sahagun

Place Signed / Submitted

Bellingham, WA

(Section Break)

LICIA SAHAGUN

LiciaSahagun@gmail.com | 2814 Victor St. Bellingham, WA 98225 | 815-219-6795

EDUCATION

Lewis & Clark Law School	Aug 2016-May 2017
Masters of Studies in Environmental, Natural Resources, and Energy Law	
University of Illinois at Urbana-Champaign, Illinois	2006-2009
Bachelor of Arts in International Studies with a concentration in Sustainable Development, Minor in Anthropology	
Dean's List, James Scholar Honors, Cum Laude	
University of Minnesota, Sustainable Development Program	GPA 3.82/4.00
Studies in French in Dakar and Toubacouta, Senegal	
	Aug 2008 – Dec 2008

EXPERIENCE

WILD WHATCOM

Bellingham, WA

Wild Whatcom is a non-profit organization that aims to foster lifelong connections to nature through outdoor education, social and emotional learning, mentorship, and community service.

Executive Director

April 2019-Present

- Develop and direct organizational strategy including spearheading the strategic planning process, developing annual budgets and fundraising plans, and managing suite of programs
- Manage a staff of 20+ individuals and oversee daily business operations for a mix of fee-based, donation-based, and grant-funded programs
- Oversee the delivery of successful programs, supporting with metrics tracking and analysis, program development, and creation of new programming
- Ensure the organization is compliant with applicable laws and regulations, including financial, HR, and otherwise
- Develop and implement annual fundraising plans to bring in sufficient donations, grants, and sponsorships
- Represent the organization to funders, participant families, program partners, and the broader community through regular outreach in person, digitally, and as a public speaker

GREEN ENERGY INSTITUTE AT LEWIS & CLARK LAW SCHOOL

Portland, OR

The Green Energy Institute is a legal and policy research center of Lewis & Clark Law School and develops smart and comprehensive strategies to transition to a 100% renewable energy system.

Advisory Council Member

April 2019-Present

Deputy Director

March 2018-April 2019

- Supported the Executive Director in implementing the strategic plan and fiscal year budget
- Worked with Executive Director and staff attorney to produce high-quality work product and experiential learning opportunities for fellows and law students
- Actively engaged, energized, and recruited advisory council members, alumni, partnering organizations, and funders
- Coached and developed the fundraising, management, and communications skills of GEI's

LICIA SAHAGUN

LiciaSahagun@gmail.com | 2814 Victor St. Bellingham, WA 98225 | 815-219-6795

existing team while working to retain existing staff and increase staff and volunteer capacity

- Developed effective systems to track GEI's work product, regularly evaluate program outputs, and effectively communicate successes to funders and other supporters
- Organized the content, logistical planning, sponsorships, and speakers for 2019 energy conference [Tomorrow's Energy System](#), including elected officials (Gov Kate Brown and Rep Blumenauer), CEOs and regulators

Capacity-Building Consultant

Aug 2017-February 2018

- Organized and coordinated October 2017 [Re-Energizing the West](#) conference, a convening of elected officials (Sen Merkley and Rep Blumenauer), renewable energy executives, regulators, and advocates
- Supported the development of a business plan, including an annual budget with revenue and fundraising plan, strategic plan, and staffing plan
- Formalized and developed the Advisory Council
- Assisted fundraising efforts via funder prospecting, grant applications and event planning

OREGON CLIMATE/OUR CLIMATE

Portland, OR

Oregon Climate began as a statewide grassroots campaign for fair and effective climate policy; it is now a nationwide organization, Our Climate. The organization empowers young people, giving them the tools and avenues to be strong climate policy advocates.

Development & Capacity-Building Consultant

Aug 2017-March 2018

- Institutionalized fundraising best practices and integrated customer relationship management software to maximize program tracking and quality assessment
- Created Fundraising Plan with input and assistance from staff, volunteer committees, and Board of Directors
- Established and grew Development Committee to support staff with fundraising
- Developed fundraising materials and framework for annual appeal and Giving Tuesday

Chair of the Board of Directors

May 2016-Aug 2017

Program Director

Oct 2015- April 2016

- Managed statewide grassroots programming including the Oregon Climate Fellows
- Oversaw field campaigns and event planning. Examples include:
 - o Designed, coordinated, and implemented the construction of a 1,200-piece salmon mosaic made from "climate tiles" from individuals around the state. Construction was completed during a Portland event with Mayor Hales, Mayor Gamba, Representative Nosse, and a representative from U.S. Senator Merkley's office
 - o Organized and coordinated a Youth Lobby Day in Salem, which included energy economics training, lobby training, and meetings with more than 30 legislators. The event was filmed by National Geographic's *Years of Living Dangerously*, co-produced by James Cameron and Arnold Schwarzenegger

LICIA SAHAGUN

LiciaSahagun@gmail.com | 2814 Victor St. Bellingham, WA 98225 | 815-219-6795

Additional experience, certifications, and skills available for detail upon request

Climate Impact Advisory Committee: Imran Sheikh

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 8:08:10 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Dr.
First Name	Imran
Last Name	Sheikh
Today's Date	1/4/2021
Street Address	4341 Gooding Ave
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	5108594672
Secondary Telephone	<i>Field not completed.</i>
Email Address	imran.a.sheikh@gmail.com

Step 2

1. Name of Board or Commission: Climate Impact Advisory Committee

Committee

Climate Impact Advisory Committee Position:	I have previous work or educational experience in the energy sector.
---	--

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
--	-----

3. Which Council district do you live in?	District 2
---	------------

4. Are you a US citizen?	Yes
--------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
--	-----

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
--	----

7. Have you ever been a member of this Board/Commission?	No
--	----

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
---	----

You may attach a resume or detailed summary of experience, qualifications, & interest in response to	CV_ImranSheikh.pdf
--	------------------------------------

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am currently an Assistant Professor in the Institute for Energy Studies and Department of Environmental Sciences at WWU. I have over 15 years of experience working/researching/teaching in the energy/decarbonization space.

10. Please describe why you're interested in serving on this board or commission

I have deep experience related to decarbonizing the buildings sector. I believe I could be a valuable addition to the committee and serve the community.

References (please include daytime telephone number):

Field not completed.

Signature of applicant:

Imran Sheikh

Place Signed / Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Imran A. Sheikh

Arntzen Hall 304, MS 9181
516 High St
Bellingham, WA 98225
(360) 650-6452
imran.sheikh@wwu.edu

EDUCATION

University of California, Berkeley

Energy and Resources Group
Master of Science, May 2010. Ph.D. August 2017
Dissertation Advisor: Duncan Callaway
Grade Point Average: 4.0/4.0

University of Wisconsin, Madison

College of Engineering, Department of Biomedical Engineering
Gaylord Nelson Institute for Environmental Studies, Certificate Program
Bachelor of Science with Distinction, May 2003
Grade Point Average: 3.7/4.0

PUBLICATIONS

- Barnhart, C. and Imran Sheikh. "Optimal use of domestic water heaters and batteries as a flexible energy strategy for power grid operations, carbon reductions and energy efficiency." *2020 ACEEE Summer Study on Energy Efficiency in Buildings*. Abstract accepted.
- Lynch, K., Dingus, O., Corbray, A. and Imran Sheikh. "Home Work: How Students Designed a Net-Zero Energy Tiny House." *2020 ACEEE Summer Study on Energy Efficiency in Buildings*. Abstract accepted.
- Sheikh, I. and Duncan Callaway. "Load estimation of electrified residential heating in California climates and the role of flexibility." In prep.
- Sheikh, I. and Duncan Callaway. "Load estimation of electrified residential heating in California climates and the role of flexibility." In prep.
- Sheikh, I and Duncan Callaway. "Decarbonizing space and water heating in temperate climates: the case for electrification." *Atmosphere*. 2019. (peer reviewed)
- Sheikh, I. "Decarbonizing residential space and water heating: The case for electrification." *ECEEE 2017 Summer Study Proceedings*. 2017. (peer reviewed)
- Sheikh, I. "Implications of electrified residential space heating in California." *Proceedings of the 2016 ACEEE Summer Study on Energy Efficiency in Buildings*. 2016. (peer reviewed)
- Lovins, A.B, Imran Sheikh and Alex Markevich. "Nuclear Power: Climate Fix or Folly?" In L. Nader (Ed.) *The Energy Reader*. Wiley. 2010.
- Lovins, A.B et al. "Factor Ten Engineering Design Principles." Rocky Mountain Institute. 2010.
- Kiliccote, S., P. Sporborg, I. Sheikh, E. Huffaker, M.A. Piette. "Integrating renewable resources in California and the role of automated demand response." Lawrence Berkeley National Laboratory. 2010.
- Supple, D. and Imran Sheikh. "Public Policies Driving Energy Efficiency Worldwide." Johnson Controls, Inc. 2010.
- Lovins, A. B. and Imran Sheikh. "The Nuclear Illusion." Rocky Mountain Institute. 2008.

- Lovins, A. B., Imran Sheikh and Alex Markevich. "Forget Nuclear." *RMI Solutions*. Spring 2008.
- Sheikh, I. and Amory B. Lovins. "Save more, pay less." *The Chemical Engineer*. September 2007.
- Sheikh, I. and Amory B. Lovins. "Wanted: Masters of Elegant Frugality." *Chemical Engineering Progress*. September 2006.
- Sheikh, I. "High heating costs provide opportunity for efficiency gains." *Mountain Business Journal*. 2 November 2005

GRANTS AND FELLOWSHIPS

- Snohomish County Public Utility District (PUD) Professor of Energy Studies (2019, \$14,500)
 WWU Sustainability, Equity, and Justice Fund
 Faculty Adviser for Project ZeNETH (2018, \$57,501)
 Sloan Foundation, Transmission and Distribution Research (2018, \$248,768, rejected)
 EPA Science to Achieve Results Fellowship (2014-2016; \$84,000)
 Robert Bosch Foundation Fellowship (2013-2014; \$50,000)
 NSF Graduate Research Fellowship (2009-2014; \$135,000)
 McCloy Fellowship in Environmental Policy (2010; \$6,000)

INVITED PRESENTATIONS

- "Decarbonization of residential space and water heating in California." Energy and Resources Group Colloquium. Berkeley, CA. November 2017. Oral presentation.
- "Lowest cost decarbonization of residential space and water heating in California." Sierra Club. Oakland, CA. November 2017. Oral presentation.
- "Decarbonizing residential space and water heating: The case for electrification." *2017 ECEEE Summer Study*. Hyères, France. May 2017. Oral presentation.
- "Implications of electrified residential space heating in California." *2016 ACEEE Summer Study on Energy Efficiency in Buildings*. Pacific Grove, CA. August 2016. Oral presentation.
- "Better Buildings Case Competition." *Aspen Institute and Urban Land Institute Global Forum on the Culture of Innovation*. San Diego, CA. September 2012. Oral presentation.
- "Interactions between Demand Response and Energy Efficiency." *Berkeley Energy and Resources Collaborative Innovation Expo*. Berkeley, CA. October 2011. Poster presentation.
- "Energy Efficiency and Risk." *Economics of Climate Change Group, Technical University of Berlin*. Berlin, Germany. August 2011. Oral Presentation.
- "Building Gateway for Energy Management." *Energy Institute at Haas—Cleantech to Market*. Berkeley, CA. May 2010. Oral presentation.
- "Factor Ten Engineering." *Engineering Sustainability 2007*. Pittsburgh, PA. April 2007. Poster and Oral presentations.
- "Advanced Design Integration for Radical Energy Efficiency." *Mechanical Engineering Seminar*. University of Bath, UK. November 2006. Oral presentation.
- "Advanced Design Integration for Radical Energy Efficiency." *MWH Sustainability Conference*. Broomfield, CO. July 2006. Oral presentation.

TEACHING EXPERIENCE

- “Electric Utility Resource Planning” Western Washington University. Winter 2020.
- “Campus Energy System Analysis” Western Washington University. Winter 2020.
- “Carbon Neutral and Energy Efficient Design” Western Washington University. Fall 2019.
- “Renewable Electric Power Systems” Western Washington University. Spring 2018, Spring 2019.
- “Applications in Energy Production” Western Washington University. Spring 2018, Spring 2019.
- “Energy and Environment” Western Washington University. Winter 2018, Winter 2019, Summer 2019 (online), Winter 2020.
- “Institute for Energy Studies Speaker Series.” Western Washington University. Winter 2018, Spring 2018
- “Energy and Society.” Energy and Resources Group, University of California, Berkeley. Graduate Student Instructor. 2010.

SERVICE

- Reviewer. *Joule*. 2019.
- Council on University Programs, WWU. 2019.
- Search Committee. Institute for Energy Studies, WWU. 2019.
- Ad-hoc Curriculum Revision Committee, ESCI, WWU. 2017.
- Reviewer. ECEEE Summer Study. 2017.
- Reviewer. ACEEE Summer Study. 2016.
- Admissions Committee. Energy and Resources Group.

RELEVANT EXPERIENCE

Assistant Professor
Western Washington University September 2017 – Present
Bellingham, WA

Sustainable Energy Fellow
Natural Resources Defense Council June 2016 – February 2017
San Francisco, CA

Fellow
Robert Bosch Foundation August 2013 – May 2014
Berlin, Germany

Research Assistant
Lawrence Berkeley National Laboratory October 2009 – June 2010, January 2011 – May 2011
Demand Response Research Center, Building Technologies Berkeley, CA

Post-Graduate Strategy and Marketing Intern
Johnson Controls June 2009 – August 2009
Global Energy and Sustainability—Building Efficiency Milwaukee, WI

Consultant
Analyst
Research Fellow
Intern
Rocky Mountain Institute February 2008 – August 2008
May 2007 – February 2008
April 2006 – May 2007
September 2005 – April 2006
Office of the Chairman and Chief Scientist Snowmass, CO

Climate Impact Advisory Committee: Amanda Monthei

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 10:12:43 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name Amanda

Last Name Monthei

Today's Date 1/4/2021

Street Address 1441 Oriental Avenue

City Bellingham

Zip 98229

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 2314208112

Secondary Telephone *Field not completed.*

Email Address amonthei.nw@gmail.com

Step 2

1. Name of Board or Climate Impact Advisory Committee

Committee

Climate Impact
Advisory Committee
Position:

I have previous work or educational experience in climate change.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 2

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to

Field not completed.

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am a writer, podcast host and ski patroller at Mt. Baker. Through my writing and podcast (called Life with Fire), I've explored the issue of climate change and climate resiliency through the lens of wildfire prevention and resiliency with a variety of academics and fire practitioners from all over the country. I also recently wrote a piece for The Atlantic about how our current fire resiliency model is not going to be sufficient moving forward. (<https://www.theatlantic.com/science/archive/2020/10/prescribed-burns-are-failing/616889/>) I'm deeply interested in land-use planning through the lens of climate and fire resiliency and hope to apply to graduate programs in this field for the 2022 academic year. I started down this path as a wildland firefighter, which I did from 2016-2019 and which showed me first-hand the impacts of wildfires on communities that were unprepared to deal with them, let alone plan for them and establish prevention measures. As the climate changes and wildfires continue to impact areas that normally wouldn't burn, I believe it will be critical to create a viable fire resiliency model for Whatcom County, regardless of its relative lack of wildfire impacts in the past. Additionally, I've been a professional writer for nearly 8 years now, with bylines in a number of national and regional publications, both in print and online. I have strong verbal and written communication skills and experience, and look forward to positively and professionally contributing to the discourse on this committee.

10. Please describe why you're interested in serving on this board or commission

I'm interested in giving back to the Bellingham community, interested in learning more about local government and greatly interested in contributing to the Climate Action Plan. I'm also excited about the prospect of contributing some of my knowledge about fire management, prevention and resiliency to the board and the action plan.

References (please include daytime telephone number):

Bethany Hannah, fire communicator, PhD candidate, former wildland firefighter — 530-598-5535
Riva Duncan, former US Forest Service Fire Management Officer — 828-782-1927
Steve Duda, former editor of The Flyfish Journal, current editor at Patagonia Flyfish — steve.duda@patagonia.com

Signature of applicant:

Amanda Monthei

Place Signed / Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Climate Impact Advisory Committee: Eddy Ury

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 11:44:19 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Eddy
Last Name	Ury
Today's Date	1/4/2021
Street Address	2309 Meridian St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	PO BOX 2622 Bellingham WA 98227
Primary Telephone	2069722001
Secondary Telephone	Field not completed.
Email Address	eddyu@re-sources.org

Step 2

1. Name of Board or Committee	Climate Impact Advisory Committee
Climate Impact Advisory Committee Position:	I have previous work or educational experience in climate change.
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	RE Sources for Sustainable Communities, my employer, is a non-profit engaged in community education and local policy advocacy. RE Sources also operates RE Store, which salvages building materials for re-use and accepts donations, selling items at a retail location in Bellingham.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Climate & Energy Policy Manager at RE Sources for Sustainable Communities, currently--
--formerly Clean Energy Program Manager (2016-19), Clean Energy Organizer (2014-16)

Northwest Energy Coalition, "4 under 40" Awardee 2019 (honoring energy policy professionals in WA, OR, ID and MT)

Supplementing my own expertise, I actively collaborate and communicate with a broad network of experts and energy professionals across the Pacific Northwest and beyond. I have attended numerous conferences and seminars on climate change and energy policy in several states, including the COP21 in Paris, 2015.

10. Please describe why you're interested in serving on this board or commission

I would be honored to serve the county in a formal capacity on this committee. Back in February 2016, I wrote to Whatcom County Council with the suggestion to establish a Climate Impact Advisory Committee, which was thereafter established and convened in 2018. I have attended the majority of the CIAC meetings to date, regularly providing input and reviewing meeting materials and related briefings from meetings missed. I have an expansive general knowledge of a range of issues related to climate change (causes, consequences, structural solutions, various frameworks and approaches), energy and power (fossil fuel and renewable), utilities structured in WA state, municipal land-use planning, environmental law and policy, county code & development regulations, industrial permitting processes, legislative and rulemaking processes. Through six years of experience working in my field, I've also gained deeper understandings of the complexity and challenges in climate policymaking, engaging with stakeholders, balancing intersectional concerns and addressing community needs in the pursuit of lasting solutions that can lead to eventual stabilization of greenhouse gas levels in Earth's atmosphere, and adaption to the impacts of anthropogenic climate pollution.

References (please include daytime telephone number):

Ellyn Murphy - Chair, Climate Impact Advisory Committee
Seth Fleetwood, Mayor of Bellingham, past - chair of Climate Impact Advisory Committee
Shannon Wright, Executive Director - RE Sources for Sustainable Communities

Atul Deshmane, Public Utility District Commissioner and
Planning Commissioner
Alex Ramel, WA State Representative, past-CIAC member

Signature of applicant: Eddy Ury

Place Signed /
Submitted Bellingham

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Climate Impact Advisory Committee: Fletcher Wilkinson

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 5:26:32 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Fletcher
Last Name	Wilkinson
Today's Date	1/4/2021
Street Address	1617 Valhalla St
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3609616660
Secondary Telephone	<i>Field not completed.</i>
Email Address	fletcher.wilkinson@gmail.com

Step 2

1. Name of Board or Commission Climate Impact Advisory Committee

Committee

Climate Impact Advisory Committee Position: I have previous work or educational experience in climate change.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 2

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to

[FletcherWilkinson_Resume.doc](#)

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have over 5 years of professional experience in the climate change and renewable energy fields. I'm the Hopi Tribe's Energy Manager, tasked with transitioning the Tribe away from coal, and developing renewable energy as a long term revenue generator. Previously, I was the Samish Tribe's Climate Adaptation Specialist, in charge of evaluating climate risks to Samish Traditional Territory and creating a climate adaptation plan to mitigate these risks. I have an M.S. in Climate Science and Solutions from Northern Arizona University.
---	--

10. Please describe why you're interested in serving on this board or commission	Climate change is a major threat that must be addressed. I'm passionate about working towards long term solutions, and want to get involved in helping to create solutions for our community.
--	---

References (please include daytime telephone number):	Todd Woodard, Natural Resources Director, Samish Indian Nation - (360) 630-7992 Karin Wadsack, Program Manager, National Renewable Energy Laboratory - (928) 699-0122 Markus Virta, Western Solar Inc - (360) 201-2067
---	--

Signature of applicant:	Fletcher Wilkinson
-------------------------	--------------------

Place Signed / Submitted	Bellingham, WA
--------------------------	----------------

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Fletcher Wilkinson

Bellingham, WA 98226 • (360) 961-6660 • Fletcher.Wilkinson@gmail.com

Summary

- Renewable energy and climate resiliency professional with 6 years of progressively responsible experience including energy development, project management, climate adaptation and strategic energy planning, grant writing, policy analysis, and collaboration with diverse stakeholders.
- Conducted greenhouse gas inventory for the Flagstaff Unified School District.
- Analyzed electricity use data for Northern Arizona University and modeled a peak-shaving battery storage system that could reduce emissions and save over \$30k/year on demand charges.
- Collaborated with community members, government staff, and elected officials on climate and energy policy, planning, and implementation.
- Examined complex climate and energy policy at the local, state, and federal levels and clearly communicated key points to diverse constituencies.

Education

Master of Science, Climate Science and Solutions

Dec. 2015

Northern Arizona University, Flagstaff, AZ

Emphasis: Climate and Energy Policy
Honors: Graduated with distinction, 3.89 GPA

Bachelor of Science, Environmental Studies

Dec. 2012

Northern Arizona University, Flagstaff, AZ

Emphasis: Global and Environmental Change
Honors: Dean's List

Experience

Energy Manager

Aug 2019 – Current

Hopi Utilities Corporation, Flagstaff, AZ

- Liaison between federal, tribal, and private partners on multiple energy initiatives.
- Leading effort to develop utility scale solar projects that will generate over \$500,000 in annual land-lease revenue for the Tribe.
- Drafted Hopi Utilities Corporation Strategic Energy Plan based on stakeholder input.
- Coordinating effort to form an operational tribal utility.
- Spearheaded multiple energy policy initiatives with Hopi Tribal Council.

Climate Adaptation Specialist

Dec 2017 – Aug 2019

Samish Indian Nation, Anacortes, WA

- Oversaw community-based climate vulnerability assessment and adaptation plan aimed at preserving over 209 culturally and economically important planning areas for the seventh generation.
- Facilitated Climate Working Group meetings to gather input from Samish tribal members, staff, and council members.
- Led gov-to-gov consultation regarding proposed EPA policy changes with the support of Samish Tribal Council.
- Wrote and was awarded two BIA Tribal Resiliency grants worth ~\$300,000 during a very competitive grant cycle.
- Cultivated relationships with regional agencies in order to build partnerships for future projects.

Tribal Renewable Energy Program Coordinator

Mar 2016 – Dec 2017

Northern Arizona University, Flagstaff, AZ

- Performed an electricity use analysis and created a baseline report for the Hopi Reservation.

- Coordinated with the Hopi Renewable Energy Office, National Renewable Energy Lab, and Bureau of Reclamation to outline economic development opportunities for the Hopi Tribe through renewable energy policy.
- Analyzed renewable energy development options for the Hopi Tribe and Navajo Nation emerging from the then-pending closure of Navajo Generating Station coal-fired power plant and consequent available regional transmission capacity.

Climate Change Program Coordinator

Aug 2016 – Dec 2017

Institute for Tribal Environmental Professionals

Northern Arizona University, Flagstaff, AZ

- Co-led multi-day climate change adaptation trainings focused on building capacity of tribal environmental staff to integrate climate change planning into their current work and to complete climate adaptation plans for their tribe in the future.
- Presented at the National Academy of Sciences March 13, 2017 workshop on Protecting the Health and Wellbeing of Communities in a Changing Climate.

Wind Policy Analyst

Jan 2016 – Dec 2017

Four Corners Wind Resource Center

Northern Arizona University, Flagstaff, AZ

- Engaged stakeholders and decision-makers in local and county governments to support their energy policy and planning efforts.
- Authored renewable energy based blog posts for the organization's *Regional Updates* webpage.
- Performed regular reporting to summarize task work and benchmark against a complex set of performance metrics.

Policy Analyst

Feb 2016 – Aug 2016

National Tribal Air Association

Northern Arizona University, Flagstaff, AZ

- Lead author of the *2016 Status of Tribal Air Report*, which was used by federal and tribal leadership to support decision-making regarding tribal air quality funding, management, and programs.
- Coordinated with EPA and tribal staff to analyze and communicate complex information related to federal policy including the Clean Energy Incentive Program and the Revised Regional Haze Rule.

Climate Science and Solutions Master's Degree

Sept 2014 – Dec 2015

Northern Arizona University, Flagstaff, AZ

- Prepared transitional greenhouse gas inventories for Flagstaff Unified School District using The Climate Registry's *General Reporting Protocol*.
- Served on a NAU Facilities panel to evaluate and select a solar PV project for the university, resulting in a \$4 million investment and reducing annual CO₂ emissions by nearly 1,000 tons.

Climate and Energy Fellow

Summer 2015

Rep. Raúl M. Grijalva (D-AZ), Washington, D.C.

Ranking Member, House Natural Resources Committee

Graduate Teaching Assistant

Sept 2014 – Dec 2015

Northern Arizona University, Flagstaff, AZ

Climate Policy Intern

Oct 2013 – July 2014

RE Sources for Sustainable Communities, Bellingham, WA

Climate Impact Advisory Committee: Hunter Hassig

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 5, 2021 11:16:38 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name Hunter

Last Name Hassig

Today's Date 1/5/2021

Street Address 810 N Garden St

City Bellingham

Zip 98225

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 3604109018

Secondary Telephone *Field not completed.*

Email Address hunterhassig@gmail.com

Step 2

1. Name of Board or Climate Impact Advisory Committee

Committee

Climate Impact Advisory Committee Position: I have previous work or educational experience in the energy sector.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 1

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: I am completing a partial term starting in October 2020

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, [Resume HunterHassig.pdf](#)

qualifications, &
interest in response to
the following questions

9. Please describe your
occupation (or former
occupation if retired),
qualifications,
professional and/or
community activities,
and education

Please reference previous application turned in September

10. Please describe
why you're interested
in serving on this board
or commission

I have been completing a partial term of 2-3 months starting in October and expiring this month so I am re-applying. I have been working primarily with the Electricity and Buildings working group to refine the section of the Climate Action Plan written for the Built Environment. I would like to continue this work.

References (please
include daytime
telephone number):

Please reference previous application

Signature of applicant:

Hunter Hassig

Place Signed /
Submitted

Hunter Hassig

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

HUNTER HASSIG

linkedin.com/in/hunterhassig | hunterhassig@gmail.com | (360) 410-9018 | Bellingham, WA

EDUCATION

B.A. Economics/Environmental Studies | Western Washington University

September 2009 - June 2013 *Bellingham, WA*

GPA: 3.7

Students for Renewable Energy, member

EXPERIENCE

Sr. Energy Advisor | Puget Sound Energy

January 2017 - Present *Bellingham, WA*

- Performed quality assurance by completing over 500 call evaluations to identify knowledge gaps, training opportunities and provide coaching
- Carried out a training on our call review software to management
- Volunteered as a leader for our Green Team by organizing educational events, collaborating with facilities and writing articles to further sustainability goals
- Implemented the DIY insulation rebate process by sending over 50 applications and reviewing 10 projects for payment
- Provided feedback on customer experience by redesigning call wrap codes for tracking and representing our team at regional meetings
- Referred 910 contractors to clients resulting in annual revenue of \$20,633

Energy Advisor | Puget Sound Energy

April 2015 – January 2017 *Bellingham, WA*

- Provide advice and consulting to business, residential and contractor customers on energy conservation, efficiency and renewables by fielding 15-35 inquiries per day and staffing 18 outreach events per year
- Calculated energy savings for prospective residential and business retrofit projects to determine return on investment and payback
- Identified opportunity to reach off campus housed students through a student program and led training on PSE programs and energy efficiency
- Acted as team liaison for Northern Outreach activities

Building Performance Analyst & Sales | Barron Heating

September 2013 – April 2015 *Ferndale, WA*

- Performed energy audits on existing and new construction residential homes
- Answered questions and concerns about energy efficiency, indoor air quality, and comfort
- Sold and managed over \$175,000 in home performance and heating retrofits

SKILLS

Spanish | Conversational Fluency

Building Analyst | Building Performance Institute

LEED Green Associate | U.S. Green Building Council

Climate Impact Advisory Committee: Ray Kamada

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 5, 2021 2:11:02 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Dr.
First Name	Ray
Last Name	Kamada
Today's Date	1/5/2021
Street Address	31 Longshore Lane
City	Bellingham
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3609220672
Secondary Telephone	<i>Field not completed.</i>
Email Address	rkamad@gmail.com

Step 2

1. Name of Board or Commission Climate Impact Advisory Committee

Committee

Climate Impact Advisory Committee
Position: I have previous work or educational experience in climate change.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 2

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed *Field not completed.*

summary of
experience,
qualifications, &
interest in response
to the following
questions

9. Please describe
your occupation (or
former occupation if
retired),
qualifications,
professional and/or
community
activities, and
education

Owner, Kamada Science & Design, a research consultancy for the Dept. of Defense, NOAA, and the Danish National Laboratory, 1993 - 2010;
Formerly adjunct research professor of Environmental Physics at the U.S. Naval Postgraduate School in Monterey, Calif. 1987 - 93;
Ten years as a peer reviewer/editor for the Solar Energy Journal and Journal of Renewable & Sustainable Energy, 1981 - 86, 2009 - 2014;
Have published more than a dozen peer-reviewed journal and news articles in the areas of climate change and renewable energy, including three in the Whatcom Watch, plus a 99 page PDF on Why, How, and Who Can Pay to Fully Decarbonize Whatcom County available at <https://drive.google.com/drive/folders/19ILVzLIt1XApKQWMsg4UHd7ss1XTgkVv> and on pages under my name at academia.edu and researchgate.net
Most of my technical articles can be found on those pages at https://www.researchgate.net/profile/Ray_Kamada and <https://independent.academia.edu/RayKamada>
National Research Council Postdoctoral Fellow, 1986 - 87
PhD in Atmospheric Science, Univ. Calif. Davis 1985
Laser Chemist at the Aerospace Corporation, El Segundo, Calif. 1973 - 76.
BSc in Chemistry at UCLA 1971

10. Please describe
why you're
interested in serving
on this board or
commission

Have given presentations climate change, wind energy, renewable energy, and have advised various local climate change and renewable energy groups and activists for several years. Have been involved in various aspects of renewable energy since 1982, when I published my first four papers in the Solar Energy Journal and became one of their reviewers, while still a grad student.

References (please
include daytime
telephone number):

I don't have their private phone numbers. However, the email addresses that I use are attached:
Alex Ramel alexWramel@gmail.com
Satpal Sidhu ssidhu@co.whatcom.wa.us
Dave Roberts Allison@kulshanservices.com
Jean Carmean, stje.carmean@gmail.com chair climate change/renewable energy committee League of women Voters, Bellingham Chapter
Dr. Rayford Hosker rhosker@bellsouth.net (formerly chair of the Atmospheric Turbulence and Diffusion Division, U.S. Oakridge National Laboratory, Oakridge, Tennessee
Prof. Torben Mikkelsen tomi@dtu.dk, professor emeritus at the Dept. of Wind Energie, Danish Technical University/Danish National Laboratory, Roskilde, Denmark.

Signature of
applicant:

Ray Kamada

Place Signed /
Submitted

Bellingham, WA 98229

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Climate Impact Advisory Committee: Irena Lambrou

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 5, 2021 2:55:43 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Irena
Last Name	Lambrou
Today's Date	1/5/2021
Street Address	2106 Cody Avenue
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3603892091
Secondary Telephone	<i>Field not completed.</i>
Email Address	irenalambrou@gmail.com

Step 2

1. Name of Board or Commission: Climate Impact Advisory Committee

Committee

Climate Impact Advisory Committee
Position: I have previous work or educational experience in food security.

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 1

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes

If yes, please explain I'm a realtor

You may attach a resume or detailed summary of experience, [Lambrou_CV.docx](#)

qualifications, &
interest in response to
the following questions

9. Please describe your
occupation (or former
occupation if retired),
qualifications,
professional and/or
community activities,
and education

To Whom It May Concern:
Sustainability and moving towards a sustainable future for the
coming generations has been the motivating source of my
academic career. My undergraduate work focused on food
insecurity and the food waste problem pervasive throughout the
globalized world. With a lens of anthropology and food justice,
one is forced to equate sustainability to social justice and equity.

10. Please describe
why you're interested
in serving on this board
or commission

I'm currently an instructor at Whatcom Community College, and
was recently offered the position of Sustainability Faculty
Coordinator (and I act as chair of the Sustainability Committee).
This role is meant to help WCC connect with the community at
large, and therefore, I thought serving on this board would be
beneficial to Whatcom Community College and help us
collaborate with the climate change efforts of our city. Also, it
would give me a chance to disseminate information from the city
to our college, and student body.

I believe that I bring a unique perspective as I a community
member at large. Not only have I volunteered at surrounding
farms, supported local sustainable and climate justice initiatives, I
am also an MNAC representative, and I have used this platform
to bring to light redlining in our city & I have been part of planning
/development talks surrounding the housing crisis; recently, I
endorsed Christine Grant for PUD Commission in this year's
election because she is campaigning to become more energy
efficient, and I have spoken twice at City Council meetings on the
matter of moving away from fossil fuels in the core Bellingham
commercial buildings. Additionally, I have been part of the SAFE
Cities Bellingham Chapter/workgroup since October.

Thank you in advance for considering me for this position,
sincerely,
Irena

References (please
include daytime
telephone number):

Barry Maxwell, 360.383.3536

Signature of applicant:

Irena Lambrou

Place Signed /
Submitted

Todos Santos, Mexico

(Section Break)

IRENA LAMBROU

EDUCATION

University of CA: Santa Barbara
B.A. French, B.S. Anthropology 2008

Western Washington University
M.A. in Anthropology 2014
Thesis: "Food for Thought: A Case Study of Eating from Dumpsters"

AWARDS

Tuition Fee Waiver Scholarship, Western Washington University January 2012 – March 2012
Professional Development Funds Award

TEACHING EXPERIENCE

Adjunct Faculty at Whatcom Community College 2016-Present
I teach both online and face-to-face classes, all classes are 5 credits.

Teaching Assistant (4 quarters) 2010-2011
Collaborated on curriculum and exam development, met with students upon request, graded all written word and was responsible for grade-book input.

EMPLOYMENT EXPERIENCE

WHATCOM COMMUNITY COLLEGE

Adjunct Faculty 2015-Present
Adjunct faculty, cross-disciplinary studies: Anthropology, Geography and Sustainability.
Courses include/have included: Anthropology 100: Introduction to Anthropology, Anth&
206: Introduction to Cultural Anthropology, Geography 115: Geography of the Pacific
Northwest, and IDS 170: Introduction to Sustainability.

Sustainability Faculty Coordinator 2021

REALTOR

JULY 2016-PRESENT

John L. Scott, Bellingham, 2020-present

Keller Williams Western Realty, 2017-2020

Century 21 Bay Properties 2016-2017

Western Washington University, Bellingham, Washington

Teaching Assistant 2010 –2011

U.S. Department of the Interior, Santa Barbara, CA

Archaeologist Technician: Los Padres National Forest

2008

Duties included but not limited to GIS Arc site recognition; using data points to map sites in comprehensive data reports for Forest Service use.

LANGUAGES

English: native language

French: speak fluently, read/write with high proficiency

Greek: speak, read and write with basic competence

MEMBERSHIPS

Society for Applied Anthropology

2010-2012

ATTENDED MEETINGS/SEMINARS

Funding and Grant Writing Symposium, Western Washington University 2010

Society for Applied Anthropology, Seattle, WA 2011-2012

Paper Presentation, SfAA Conference, Baltimore, MD 2012

Poster Presentation, AAA Conference, San Francisco, CA 2012

Poster presentation at WWU Graduate Conference 2013

CONTINUING EDUCATION

Community Engagement Fellows Program

2016-2017

The mission of Community Engagement Fellows is to help higher education faculty and community-based educators in northwestern Washington nurture engaged citizens, serve the public, and improve our region and the planet. The Fellowship facilitates the development of effective, sustainable campus-community partnerships that support teaching and research and community development.

Faculty Education Workshops at Whatcom Community College

Opening Week 2020 Sessions

"CURE" 2019

"Change that Matters": An individual examination of learning in the classroom. 2018

"Reading Apprenticeship: Cognitive and Knowledge Building" 2018

A cross-disciplinary workshop intended to encourage students to apply a selection of high-leverage reading strategies, orchestrate independent and group problem solving in the classroom, and surface and build schema in the discipline.

"Motivating your students to learn: Applying the research to practice" 2016

Participants examined several different motivational theories and determine which constructs are most useful for addressing student motivation and then determine how to maintain student motivation through supporting student self-regulation of their learning.

"Using Small Groups and Teams to Enhance Student Engagement" 2016

Provided information on how to create and assess small group and team activities applicable to any content area and strategies for ensuring focused participation by students.

<i>"Sharpen Your Presentation Skills"</i>	2016
<i>"Change the Matters"</i>	2018
<i>"Including Land Acknowledgment in Your Curriculum"</i>	2018
<i>"Community Service that Serves the Community"</i>	2018



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-033

File ID:	AB2021-033	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Flood Control Zone District Advisory Committee - Applicant(s): Jesse Clawson and Ron Bronsema (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE

4 Vacancies, current members eligible to reapply, one-year term

- 2 vacancies representing Special Districts. 1-year terms, current members eligible to reapply.
- 2 vacancies representing Impacted Cities. 1-year terms, current members eligible to reapply.
- Any person interested in serving on the advisory committee may be appointed as an alternate for a term of six years. Alternate members shall be notified of each meeting and are encouraged to attend.

Committee assists and makes recommendations to the Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed, and the other watersheds within Whatcom County. Meets the second Thursday of the month or as needed. Flood Control Zone District Board of Supervisors-appointed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments: Applicant List, Bronsema Application, Clawson Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

FLOOD CONTROL ZONE DISTRICT ADVISORY COMMITTEE

4 Vacancies, current members eligible to reapply, one-year term

- 2 vacancies representing Special Districts. 1-year terms, current members eligible to reapply.
- 2 vacancies representing Impacted Cities. 1-year terms, current members eligible to reapply.
- Any person interested in serving on the advisory committee may be appointed as an alternate for a term of six years. Alternate members shall be notified of each meeting and are encouraged to attend.

Committee assists and makes recommendations to the Board of Supervisors in performing flood damage repairs, maintenance and improvements, and minimizing future flood damage through prevention and management on the Nooksack River, its watershed, and the other watersheds within Whatcom County. Meets the second Thursday of the month or as needed.

Flood Control Zone District Board of Supervisors-appointed.

Special Districts:

- Ron Bronsema, incumbent

Impacted Cities:

- Jesse Clawson

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)



APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Ron Bronsema Date: 11-23-20
Street Address: 8135 Northwood Rd.
City: Everson Zip Code: 98247
Mailing Address (if different from street address):
Day Telephone: 360-354-2972 Evening Telephone: same Cell Phone: 360-961-7792
E-mail address: rbdairy1@gmail.com

- 1. Name of board or committee-please see reverse: Flood Control Zone District A.C.
- 2. You must specify which position you are applying for, Please refer to vacancy list. Special District
- 3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (If applicable, please refer to vacancy list.) yes () no
- 4. Which Council district do you live in? () One () Two () Three Four () Five
- 5. Are you a US citizen? yes () no
- 6. Are you registered to vote in Whatcom County? yes () no
- 7. Have you ever been a member of this Board/Commission? yes () no
If yes, dates: 1992-2010, 2012-2021
- 8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? () yes no
If yes, please explain:
- 9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? () yes no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
Retired dairy Farmer. Flood Control Zone District A.C. Vice chair, Lynden/Everson Flood Control sub-zone
Past member, Graduate Lynden High School & Bellingham Tech. College

11. Please describe why you're interested in serving on this board or commission: update comprehensive Flood Hazard management Plan. using best science & experience to make decisions.

References (please include daytime telephone number): Paula Harris 360-778-6285
Jon Hutchings 360-778-6200

Signature of applicant: Ron Bronsema

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Flood Control Zone District Advisory Committee: Jesse Clawson

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, November 24, 2020 8:18:46 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name Jesse

Last Name Clawson

Today's Date 11/24/2020

Street Address 1036 , Sumas Ave

City Sumas

Zip 98295

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 3602010436

Secondary Telephone *Field not completed.*

Email Address JAclawson@cityofsumas.com

Step 2

1. Name of Board or Flood Control Zone District Advisory Committee

Committee

Flood Control Zone Impacted Cities representative
District Advisory
Committee Position:

2. Do you meet the Yes
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

3. Which Council District 4
district do you live in?

4. Are you a US Yes
citizen?

5. Are you registered to Yes
vote in Whatcom
County?

6. Have you declared Yes
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

7. Have you ever been No
a member of this
Board/Commission?

8. Do you or your No
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

You may attach a *Field not completed.*
resume or detailed
summary of
experience,
qualifications, &
interest in response to

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am employed by Williams energy company as a assent integrity technician, we are a high pressure natural gas interstate pipeline which feeds natural gas to the Puget sound ,certificates: Nace CP1, ASE master automotive technician

10. Please describe why you're interested in serving on this board or commission

I have been a life long resident of Sumas. During this time I have been affected by the major flooding that has occurred in town. Now as a city council member and on the building committee for the city I would like to be able to have a fuller prospective of the challenges the county faces with the flood zone planning and would like bring that prospective back to the city to help with future growth.

References (please include daytime telephone number):

Kyle Christensen (city of sumas mayor) 360-594-1468

Signature of applicant: Jesse Clawson

Place Signed / Submitted Sumas wa

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-034**

File ID:	AB2021-034	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Horticulture Pest and Disease Board - Applicant(s): Troy Kortus and John Grubb

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HORTICULTURE PEST AND DISEASE BOARD

2 Vacancies, 2-year terms. The Board is created to enable Whatcom County to more effectively control and prevent the spread of horticultural pests and diseases. Members shall be residents of the county, shall own land within the county and shall be engaged in the primary and commercial production of a horticultural product or products. The Board shall have the following powers and duties. 1. Receive complaints, 2. Inspect 3. Enforce 4. Employ persons and purchase goods and equipment as necessary, 5. Educate the public, and 6. Administrate. Meeting schedule is to be determined.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Kortus Application, Grubb Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

HORTICULTURE PEST AND DISEASE BOARD

2 Vacancies, 2-year terms. The Board is created to enable Whatcom County to more effectively control and prevent the spread of horticultural pests and diseases. Members shall be residents of the county, shall own land within the county and shall be engaged in the primary and commercial production of a horticultural product or products. The Board shall have the following powers and duties. 1. Receive complaints, 2. Inspect 3. Enforce 4. Employ persons and purchase goods and equipment as necessary, 5. Educate the public, and 6. Administrate. Meeting schedule is to be determined.

- Troy Kortus
- John Grubb

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

Horticulture Pest & Disease Board: Troy Kortus

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 22, 2020 10:24:26 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Troy
Last Name	Kortus
Today's Date	12/22/2020
Street Address	1830 Burk Rd
City	Blaine
Zip	98230
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	(360)815-4514
Secondary Telephone	<i>Field not completed.</i>
Email Address	Troy@maberrys.com

Step 2

1. Name of Board or Horticulture Pest and Disease Board

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 4

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

Yes

If yes, please explain

Agronomist for a Whatcom County berry grower

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Agronomist for a Whatcom County berry grower. I have a high school diploma, with on farm training. I manage crews, training and working along side them.

10. Please describe why you're interested in serving on this board or commission

I am interested in helping resolve any issues that may be in our county. This can help our county stay safe from any Pests or Diseases we do not need or want in our county.

References (please include daytime telephone number):

Field not completed.

Signature of applicant: Troy Kortus

Place Signed / Submitted Lynden Wa

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Horticulture Pest & Disease Board: John Grubb

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 29, 2020 9:54:42 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name JOHN

Last Name GRUBB

Today's Date 12/29/2020

Street Address 7969 rathbone rd

City Ferndale, WA

Zip 98248

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 3609202812

Secondary Telephone *Field not completed.*

Email Address john@bedlingtonfarms.com

Step 2

1. Name of Board or Horticulture Pest and Disease Board

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 4

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former

I am the manager of Pure Potato. I operate a plant tissue culture lab that produces early generation seed potatoes. I have been

occupation if retired), qualifications, professional and/or community activities, and education

involved with seed potato production in Whatcom county for 15 years. During our growing season I monitor our fields for signs of disease. I also do weekly field inspections with the WSDA. I feel my knowledge and experience of seed potatoes will make me a valuable member of this board.

10. Please describe why you're interested in serving on this board or commission

Keeping are agricultural areas free of invasive pest and diseases is very important to our local farmers is vital to our community.

References (please include daytime telephone number):

Melissa Bedlington (360) 815-1998
Steve Midboe (360) 815-4706
Marlys Bedlington (360) 815- 2001

Signature of applicant:

John Grubb

Place Signed / Submitted

Ferndale, Wa

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-036

File ID:	AB2021-036	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Lummi Island Ferry Advisory Committee - Applicant(s):
Jim Dickinson, Steven Lurenz, and Mike McKenzie

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

LUMMI ISLAND FERRY ADVISORY COMMITTEE

3 Vacancies, 3-year terms.

- 2 vacancies for members who live or own property on Lummi Island, current members eligible to reapply
- 1 vacancy for a member who does not live or own property on Lummi Island

The Committee provides review and recommendations to the County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island. Review includes: proposed changes to ferry operations and fares; an annual review of the ferry fund; demands of and improvements to ferry services; and ferry replacement options. Meets monthly.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Dickinson Application, Lurenz Application, McKenzie Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

LUMMI ISLAND FERRY ADVISORY COMMITTEE

3 Vacancies, 3-year terms.

- 2 vacancies for members who live or own property on Lummi Island, current members eligible to reapply
- 1 vacancy for a member who does not live or own property on Lummi Island

The Committee provides review and recommendations to the County Council and Executive on issues that affect the ongoing operations and infrastructure of ferry service to Lummi Island. Review includes: proposed changes to ferry operations and fares; an annual review of the ferry fund; demands of and improvements to ferry services; and ferry replacement options. Meets monthly.

Resident/Property Owner (select 2):

- Jim Dickinson, incumbent
- Steven Lurenz
- Mike McKenzie

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

Lummi Island Ferry Advisory Committee: Jim Dickinson

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 2:02:18 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Jim
Last Name	Dickinson
Today's Date	1/4/2021
Street Address	2094 W. Shore Dr.
City	Lummi Island
Zip	98262
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3602963940
Secondary Telephone	<i>Field not completed.</i>
Email Address	audidancer@hotmail.com

Step 2

1. Name of Board or Lummi Island Ferry Advisory Committee

Committee

Lummi Island Ferry
Advisory Committee
Position: *Field not completed.*

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 5

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: End 1/21/21, Start 1/2017

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, *Field not completed.*

qualifications, &
interest in response to
the following questions

9. Please describe your
occupation (or former
occupation if retired),
qualifications,
professional and/or
community activities,
and education

Former Occupations: Audio Engineer, Washington and Alaska
Commercial Fisherman and Tender Captain.

Current Occupation: Semi Retired, President of Family Land
Company, Part Time Maker of Products for Alaska Commercial
Fisheries, Loudspeaker Designer. Audio Consultant,

10. Please describe
why you're interested
in serving on this board
or commission

As a 70 year Lummi Island Resident, and former 5-6 day a week
Commuter, I have witnessed the operation of the Ferry on a Daily
Basis. My intent is to do the best job as a member of the
Commission as I can, both for Island and County Residents. I
also have the advantage of previously being on the original
County Ferry Advisory Committee and currently on LIFAC.

I am the only sitting Member of LIFAC with Technical Knowledge
of Ferry Vessels, Propulsion Systems, Marine Industry Facilities,
Vessel, Building Techniques, Marine Operators, and the very
important Federal Regulations .regarding Passenger Vessels
and Auto Ferries. I represent an independent voice on this
Commission and review all technical, financial, and social issues,
and in this regard am not afraid to question and discuss any
items that come before the Commission and from the Public.

In the past I have submitted technical drawings of Vessels, and
writings on various topics such as fuel economy, hybrid
propulsion systems, hull design, Ferry Layouts, and others that
no other LIFAC Member has. I have also intensively studied
other Ferry Systems, Vessels and Operations, some quite large
like the Washington State and B.C. Ferries, to those quite small
like Heron. Island.

Currently I am evaluating the design of the proposed new Ferry.
So far, from my experience, I question it's proposed high fuel
use, and the proposed electrical hybridization which actually
increases fuel use. Further, I question it's inability to be
expanded for future growth. and it's design which is expensive to
build and maintain. I have and will continue to submit writings
and suggestions on how to improve the design.

Please see the attached writings from my previous applications.

Please consider my reapplication to LIFAC.

Jim Dickinson

Field not completed.

References (please
include daytime
telephone number):

Signature of applicant: James M, Dickinson

Place Signed /
Submitted Lummi Island, WA 98262

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

From: [Jim Dickinson](#)
To: [Jill Nixon](#); [Lisa Bruner](#)
Subject: LIFAC Application
Date: Monday, January 4, 2021 2:25:47 PM
Attachments: [Ferry Resume.doc](#)
[Ferry BD Application.doc](#)

Dear Jill and Lisa,

As you know I had trouble submitting the on-line re-application for the Lummi Island Ferry Advisory Committee, I did not include my References, both application attempts flagged this part as having "Inappropriate Language" I cannot imagine how a person's name, addresses, occupation and phone number could be deemed inappropriate. Here is my Reference List.

1. Bill Fox, Island Resident, 360-356-1154
2. Mike Jordan, Samish Island, Skagit County, Co-Company Director, 619-665-5707
3. Eric Leonhardt, Bellingham, WA Director of Vehicle Research Institute, WWU, 360-318-3669
4. Dick Labadie, Bellingham, Wa , Retired CPA, Bellingham Yacht Club, 360-220-8616
5. Steve Reece, Darrington, WA, Retired, Former Owner of Reece Brother's Logging Company, 425-330-7330

Please see attached backup writings for my 1887 LIFAC Application.

Thank You,

Jim Dickinson

Jim Dickinson's Ferry related Resume

Page 1, April 4, 2014

A. 63 years of riding and observing Lummi Island Ferry, Chief Kwina, Acorn, Whatcom Chief and various dry-dock and emergency passenger vessels.

B. Lifelong Lummi Island resident and property owner.

C. President of Lummi Island Land Co., the largest private land owner on Lummi Island

D. Timber Harvester, vast majority sent out by log raft, ferry is too expensive and too small.

E. Member of previous, very successful, Lummi Island Ferry Task Force.

F. Member of Lummi Island Community Association

H. Member of Protect Lummi Island Community (PLIC), Chair of recently formed Ferry Vessel Replacement Committee.

I. Have contacts with and Conversations with other Ferry systems:

- a. Skagit County Ferry
- b. Pierce County Ferries
- c. Wahkiakum County Ferry
- d. Washington State Ferries
- e. Texas State Ferries
- f. Maine State Ferries
- g. Lake Champlain Transportation Company

J. Have contacts with, visits and conversations with Shipyards and Marine Consultants:

- a. Dakota Creek Industries, Shipyard, Anacortes, WA
- b. Todd/Vigor Shipyards, Seattle, WA
- c. Everett Shipyard, Everett, WA
- d. Nichols Brother's Boat Builders, Freeland , WA
- e. All American Marine, Bellingham, WA
- f. Fishing Vessels Owner's, Shipyard, Seattle, WA
- h. Eastern Marine, Shipyard. Panama City , FL
- I. Elliot Bay Design Group, Marine Consultants, Seattle, WA
- J. John Gilbert Associates, Marine Architects, Boston, MA

H. Have contacts and conversations with current and former members of citizen ferry groups:

- a. Guemes Island Ferry Committee
- b. State of Washington Ferry Advisory Committee.

Jim Dickinson's Ferry related Resume

Page 2, April 4, 2014

I. Attended Vehicle Research Institute, Western Washington University- Very Knowledgeable about Internal Combustion Engines; Diesel, Gasoline, Natural Gas, hydraulic systems. Fairly good mechanic. current volunteer at VRI.

J. 50 year Boat Operator and Captain, commercial fishing vessels, cannery tenders, pleasure boats.

K. Researched and presented Lake Champlain Ferry Plattsburgh for purchase consideration to replace aging Whatcom Chief.

L. Found and researched rental Ferry TREK in Seattle, advocating for its use as replacement for Whatcom Chief during its yearly dry-dock..

M. Discovered oncoming surplus of Washington State Ferry HIYU, researched and advocating for its evaluation to replace aging Whatcom Chief.

N.. Written and posted many "papers" about our local ferry system.

O. Subscribe to or am a member of on-line groups:

- a. Workboat Magazine
- b. West Coast Ferry Forum
- c. Ferry group on Nextdoor Lummi Island.

P. Am involved in and come from a family involved in Lummi Island and County issues.

- a. Often Testify at County Council Hearings
- b. Former Director of Lummi Island Community Club
- c. Mother was long time President of former Lummi Island Township
- d. Father was one of the founding Directors of Lummi Island Community Club, now Lummi Island Community Association.

I think I'd be a great addition to the Lummi Island Ferry Advisory Committee,

Jim Dickinson

Previous LIFAC Application, From 1997

1. Qualifications

A. Bring Alternate complimentary ideas and methods to the mix

B.. Have Applicable Marine Knowledge no one else on the Committee has, propulsion systems, hull and deck design and efficiency.

C. Intimate knowledge of local weather and geography, Marine Laws and effects. For over 45 years made a large part of my income by being a Professional Mariner.

D. Knowledge of the Ferry System from 67 years of riding it, past ferry Studies.

E. Past Member of 2011 Ferry Task Force.

F. Chair of past Ferry Replacement Sub-Committee, Independent Ferry Committee aka: HIYU Committee., Findings have been affirmed by the time since its rejection.

2. Will work for keeping the Ferry System running and enhancing it to better serve the Citizens. Want to make it work better.

a. Thankful for the appointment of Roland Middleton to be the County's Liaison.

b. Pleased with the selection of KPPF to be the Consultant, with Mr. Anderson's knowledge of Ferry Systems and equipment and their local representative, Christina.

c. Will sponsor Citizen's Sub-Committee (s) to generate needed ideas and hardware based solutions, financial and growth predictions.

d. Will look for better methods of operation, simplification of accounting methods and generating more revenue while holding or lowering costs.

Conclusion:

Whatcom Chief is too old, ought to have been retired in the mid 90's, too small for traffic, could fail permanently at any time, forgoing revenues (more people want to ride and give us money), causing a demographic shift way from working families, at best, skirting Safety Laws and costing a exorbitant fortune to keep operational.

Any replacement merits considerable evaluation. Local residents need to be involved, we cannot turn our decisions totally over to people who do not use the ferry, or paid consultants, although their expertise needs to be involved.

We have one opportunity here, no options need to be excluded. We cannot make the same mistakes other Ferry Systems have made, which have had decades long negative effects. An example would be the WSF 64 can Port Townsend Ferries, which are the most expensive Ferries per car space in the world. They carry no more cars than their predecessors, burn twice the fuel, cost multiples more to maintain, have a 25% larger crew, and are nowhere as seaworthy. We cannot make a mistake like this.

We need the Ferry replacement to be done right, run efficiently, be seaworthy, have further port access for emergencies, and be expandable for future growth. The last thing we need is to be stuck with another too small, expensive boat.

This vessel and its companion infrastructure has to support the economy of Lummi Island and Whatcom County. The current situation is a disaster for businesses. and entrepreneurial citizens. It has adversely affected property values, agriculture, sustainable timber harvest, and general business activities. It has run off families with Children, Commuters, adversely affected the primary school, and the number of volunteers need for our fire Department. It has eliminated larger road-legal traffic and larger Fire Fighting equipment needed for wild land fires.

I will work to change these situations. I will work for the well being of the general population, not special interests. I will work to get a back up Ferry, which can be done for less money than not having one. My input can help make all this happen.

Lummi Island Ferry Advisory Committee: Steven Lurenz

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 22, 2020 5:11:11 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Steven
Last Name	Lurenz
Today's Date	12/22/2020
Street Address	3040 Mt Vista Dr.
City	Lummi Island
Zip	98262
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	360-758-9953
Secondary Telephone	480-320-4966
Email Address	cystyear@yahoo.com

Step 2

1. Name of Board or Lummi Island Ferry Advisory Committee

Committee

Lummi Island Ferry
Advisory Committee
Position:

I am a resident or property owner on Lummi Island.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 5

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

No

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,
qualifications, &
interest in response to

[Lurenz CV Full 5-5-2020.docx](#)

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Occupation: History professor for the past 37 years, see CV.
Professional activities: Served on a number of Academic Committee and Advisory Boards.
Education: See CV
Business Experience: I have also owned and operated a number of business's over the past 30 years.

10. Please describe why you're interested in serving on this board or commission

My wife and I moved to the island 7 months ago, this is our "forever" home and retirement. I have always been active in academic and community service. The reason for my interest in the "ferry committee" is the ferry is the lifeblood of our island and also because of its history and culture. Finally, like all the committees I have served giving back to the community.

References (please include daytime telephone number):

Harold Cranswick (602) 579-7590
Charles Levine (480) 495-5763

Signature of applicant: Steven Lurenz

Place Signed / Submitted Lummi Island, WA.

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

EDUCATION

- 1981 UNIVERSITY OF NEVADA, LAS VEGAS
M.A. in History ... English Literature (2nd Field)
- 1977 UNIVERSITY OF WISCONSIN, MILWAUKEE
B.A. in History ... Minor in Art History

HONORS

- Member, PHI ALPHA THETA (International Historical Society)
Finalist for Teaching Innovation Award – UAT 2005 & 2006

TEACHING EXPERIENCE

- 2003 - present ***Residential Tenure Faculty, Mesa Community College, Mesa, AZ***
History - American History 103, 104 & 108 Western Civ.100, 101 & 102,
World History 110,111, Arizona History 105, Vietnam Era 271
Online Classes – *American History 103 & 104, World History 110 & 111
(*Participated in Gold Star Program this course has been Quality Matters
approved 2012-2013.)
- 2008 -2015 **Study Abroad Program** – History 251, History of England to 1700
- 2002 – 2006 ***Associate Professor, University of Advancing Technology, Tempe, AZ***
History - American History 112, 113, 115, Vietnam Era 331, World History
135, World War I & II 215, Pirates & Piracy 400, American Govt. 100
Humanities – World Culture 105 & 106, Cultural Profiles: Cultural Revolution
in China, Art History 113, 115
English – Creative Writing 215, Mythology, Fables & Fairy Tales 305
Online Classes – Professional Skills 102, Art History 115 & 116, English
Writing Skills 055, Mythology, Fables & Fairy Tales 305
- 1998 - 1999 ***Instructor, Green River Community College, Auburn, WA***
History of Art 212, 213, 214
- 1985 – 1987 ***Instructor, Park College, Nellis Air Force Base, NV***
Selected topics in Humanities: 1. Reformation 2. Great Depression 3.
Constitutional History
- 1984 - 1987 ***Instructor, Golden Gate University, Nellis Air Force Base, NV***
Humanities 143B - Dynamics of Western Culture ... History 199 - Independent
Study/History of Western Civilization History 133 Selected topics in Latin
American History
- 1983 - 1996 ***Faculty member of Community College of Southern Nevada. Las Vegas, NV***
Art History 115 ... Humanities Through the Arts 100 ...American History 101 ...
American History 102 ... European Civilization 105 ... European Civilization
106 ... correlation of the Arts 100 ... Survey Art History 201 ... Survey Art
History 202 ...Political Science 105

BUSINESS EXPERIENCE

1996. **Owner, Destination Services, Inc., Las Vegas, NV**
Destination Management company responsible for handling Canadian /American Wholesale group accounts
1998. **Owner, Triple Crown Bar & Grill, Inc., Auburn, WA**
Fine Dining Restaurant & Lounge. Hands-on, trained staff in all aspects from kitchen to floor staff
- 1999 – Present **Owner, Destination Planners LLC, Phoenix, AZ - Charlotte, NC**
Travel Consulting business. Using travel and teaching background to create policies and procedures for travel companies.

Steven Lurenz Pg. 2

COMMITTEE SERVICE

- Staffing Committee, Mesa Community College**
Responsible for recommendations to the President's Cabinet for filling residential and OYO teaching positions. Chair of Committee 2018-2020.
- History Online Committee, Mesa Community College**
Responsible for developing online history classes, developing content, analyzing classes designed by other instructors before they are used and approval of text book requirements.
- General Studies Committee, UAT**
Responsible for creating new classes in the department. Writing and editing course descriptions and reviewing and editing the yearly General Studies Catalog.
- Chairperson, Adjunct Faculty Committee, Community College of Southern Nevada**
Responsible for creating newsletter for adjunct faculty outlining how to create syllabi, a professional environment in the classroom, formats for grading exams, and other teaching aids.
- World History Association Conference**
Participated in Focus Group on "Use of Primary Material in both Resident and Online classes for Pearson Publishing.

GRANTS

- Development of Distance World History 110, Grant, 2006 - \$2000.00
Development of Distance American History 103, Grant, 2007 - \$2000.00

PROFESSIONAL WORKS

- "Colonial British Mercantilism"
"Dating Terbrugghen"
"Ben Johnson's Epigrams"

PUBLICATIONS

- Steven Lurenz, "Meridians: Sources in World History" (Pearson Publishing, 2007)
Steven Lurenz, "American Past" (Pearson Publishing, 2007)

MEMBERSHIPS

- American Historical Association

World History Association

CONFERENCES

World History Association Conference in San Diego, CA June 24 – 27, 2010

BOARD MEMBERSHIPS

Pearson CourseConnect Online Advisory Board, 2012 - present

Lummi Island Ferry Advisory Committee: Mike McKenzie

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, January 5, 2021 10:41:26 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Mike
Last Name	McKenzie
Today's Date	1/5/2021
Street Address	1983 TuttleLane
City	Lummi Island, WA
Zip	98262
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	9795718555
Secondary Telephone	<i>Field not completed.</i>
Email Address	mcwritermm@icloud.com

Step 2

1. Name of Board or Lummi Island Ferry Advisory Committee

Committee

Lummi Island Ferry
Advisory Committee
Position:

I am a resident or property owner on Lummi Island.

2. Do you meet the
residency,
employment, and/or
affiliation requirements
of the position for
which you're applying?

Yes

3. Which Council
district do you live in?

District 5

4. Are you a US
citizen?

Yes

5. Are you registered to
vote in Whatcom
County?

Yes

6. Have you declared
candidacy (as defined
by RCW 42.17A.055)
for a paid elected office
in any jurisdiction
within the county?

No

7. Have you ever been
a member of this
Board/Commission?

Yes

If yes, please list dates:

The first 3 years from inception, president.

8. Do you or your
spouse have a financial
interest in or are you
an employee or officer
of any business or
agency that does
business with
Whatcom County?

No

You may attach a
resume or detailed
summary of
experience,

Field not completed.

qualifications, & interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Semi-retired journalist with background in newspaper, magazine, radio, and digital media. (I was an editor and/or columnist/reporter for 6 daily newspapers, Sports Illustrated Magazine, Kansas City radio market, and have managed digital marketing 20+ years.

Community:

Lummi Island--Board of Directors of Lummi Island Community Association (LICA, presently); Protect Lummi Island Community (PLIC); Friends of Island Library (FOIL); Boys & Girls Club (now defunct), fund-raising; charter founders of Lummi Island For Education (LIFE) a foundation for preservation of 100-yr-old Beach Elementary School. With a Whatcom County grant, staged the Lummi Island Reefnet Festival.

Whatcom County/Bellingham--Board of Directors of Whatcom Working Waterfront Coalition; Marketing Director on founding group of Bellingham SeaFeast 3 years; marketing & public information for founding group of Whatcom Business Alliance (WBA); 10 years with Business Pulse Magazine, 8 as Managing Editor. On founding group of Lummi Island Ferry Advisory Committee (LIFAC), its first 3 years as president.

Ferndale HS, Mental Conditioning & Peak Performance Coach, Boys Basketball, 4 years.

Personal Performance Coach, Self-Employed, the last 8 years.

Digital marketing and business & staff development for local small businesses (e.g., Chocolate Necessities, Bare Bones BarBQ, Anderson Paper & Packaging, Manthey Momentum, and others), the last 10 years.

10. Please describe why you're interested in serving on this board or commission

I want to resume active participation in moving forward the process of the new ferry initiative, on which I invested 6 years in official capacities: (1.) 3 years with the forerunner to this committee, called Protect Lummi Island Community--aka, PLIC--2 years as its president; and (2.) the formation of this committee--LIFAC--serving 3 years as its first president. I'm especially interested--given my vast background in media and digital marketing and involvement in all facets of the Lummi Island community--in disseminating information to the public. I'm passionate about informing and distributing information to the public at large, particularly the areas of the County off-island that will be affected by ferry decisions. I would volunteer to take and distribute minutes of meetings, and support the County's public information office to get updates published. And, after 6+ years of hands-on leadership involvement--dating to when the County and LIBC were negotiating the new contract--I have been and remained fully informed about the ferry developments.

References (please

Jon Hutchings, Dir. of Whatcom County Public Works, 360-778-

include daytime
telephone number):

6200
Rich Hudson, Whatcom County Ferry Master, 360-303-3350
Tyler Byrd, Whatcom County Council, 360-920-2462
Rud Browne, Whatcom County Council, 360-820-9494
Rhayma Blake, LIFAC, 360-758-4131
Cris Colburn, LIFAC, 360-788-9376
Bill Lee, Commissioner, Fire District 11, 360-920-9317
Dave Wing, friend on Lummi Island, 360-255-3233
Jeff Shaw, Esecutive Pastor, Cornwall Church, 360-389-0549

Signature of applicant:

Michael D McKenzie

Place Signed /
Submitted

Lummi Island, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-037**

File ID:	AB2021-037	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Planning Commission - Applicant(s): Kimberley Lund, Atul Deshmane, Stephen Jackson, and Candice Leonard

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

PLANNING COMMISSION

3 Vacancies, current members eligible to reapply, 4-year terms.

Applicants must be a resident of County Council Districts 1, 3, or 4. The Planning Commission shall assist the Planning & Development Services Department in carrying out its duties, including assistance in the preparation and execution the comprehensive plan and recommendations to the department for the adoption of official controls and/or amendments. The Commission shall conduct hearings as required under RCW 36.70, and shall make findings and conclusions that shall be transmitted to the Planning and Development Services Department and County Council. The Planning Commission meets on the second and fourth Thursday of every month in the evenings.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Lund Application, Deshmane Application, Jackson Application, Leonard Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

PLANNING COMMISSION

3 Vacancies, current members eligible to reapply, 4-year terms.

Applicants must be a resident of County Council Districts 1, 3, or 4. The Planning Commission shall assist the Planning & Development Services Department in carrying out its duties, including assistance in the preparation and execution the comprehensive plan and recommendations to the department for the adoption of official controls and/or amendments. The Commission shall conduct hearings as required under RCW 36.70, and shall make findings and conclusions that shall be transmitted to the Planning and Development Services Department and County Council. The Planning Commission meets on the second and fourth Thursday of every month in the evenings.

Select 3*:

- Kimberley Lund, incumbent (District 1)
- Atul Deshmane, incumbent (District 3)
- Stephen Jackson, incumbent (District 4)
- Candice Leonard (District 3)

** Only one applicant from District 3 can be appointed*

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

DEC 21 2020

WHATCOM COUNTY
COUNCIL



COUNCILMEMBERS:
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Ben Elenbaas
Carol Frazey
Kathy Kershner

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Kimberley Lund Date: 12/10/2020
Street Address: 200 Sea Pines Rd.
City: B'ham Zip Code: 98229
Mailing Address (if different from street address): _____
Day Telephone: _____ Evening Telephone: _____ Cell Phone: 360-739-2389
E-mail address: Kimjlund@hotmail.com

1. Name of board or committee-please see reverse: whatcom co. Planning Commission
2. You must specify which position you are applying for. re-applying for a term as commissioner
Please refer to vacancy list.

- 3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) _____ yes () no
- 4. Which Council district do you live in? _____ One () Two () Three () Four () Five
- 5. Are you a US citizen? _____ yes () no
- 6. Are you registered to vote in Whatcom County? _____ yes () no
- 7. Have you ever been a member of this Board/Commission? _____ yes () no
If yes, dates: 5/18 - present
- 8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? _____ () yes no
If yes, please explain: _____
- 9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? _____ () yes no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
Presently employed as the Executive Director of the Bellingham Public Schools Foundation. I have been a successful small business owner. My degree is in Chemical Engineering.

11. Please describe why you're interested in serving on this board or commission: My time on the Planning Commission has been a meaningful way to contribute to the betterment of Whatcom Co. I am eager to build on the skills I have → over

References (please include daytime telephone number):
Dr. Greg Baker 360-676-6400 Rud Browne 360-820-9494
Signature of applicant: [Signature]

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Planning Commission: Atul Deshmane

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, January 4, 2021 12:38:55 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Atul
Last Name	Deshmane
Today's Date	1/4/2021
Street Address	664 E Laurel Rd
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	2064461333
Secondary Telephone	<i>Field not completed.</i>
Email Address	adeshman@yahoo.com

Step 2

1. Name of Board or Planning Commission

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 3

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: I have one full term and one partial term.

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes

If yes, please explain I am a commissioner at the Whatcom PUD

You may attach a resume or detailed summary of experience, qualifications, & interest in response to *Field not completed.*

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Engineering Manager

10. Please describe why you're interested in serving on this board or commission

Complete the review of the Shoreline Management Program with a focus of making sure all affected stakeholders provide input.

References (please include daytime telephone number):

Satpal Sidhu, County Executive
Gary Stoyka, Natural Resources

Signature of applicant:

Atul Deshmane

Place Signed / Submitted

Bellingham WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Planning Commission: Stephen Jackson

Subject: Online Form Submittal: Board and Commission Application
Date: Friday, December 18, 2020 1:55:57 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Stephen
Last Name	Jackson
Today's Date	12/18/2020
Street Address	1211 Falls Drive
City	BELLINGHAM
Zip	98229
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	7024032243
Secondary Telephone	<i>Field not completed.</i>
Email Address	swjaxon@gmail.com

Step 2

1. Name of Board or Planning Commission

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 4

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: Current member

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes

If yes, please explain I am an attorney at Butler Beschen Law, PLLC and have a contract with the county for indigent appellate services.

You may attach a resume or detailed summary of experience, qualifications, & [resume_jackson.pdf](#)

interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Attorney
Current member of the Planning Commission serving in District 1 (just bought a new home that puts me in District 4, but have not moved yet).

10. Please describe why you're interested in serving on this board or commission

Current member of the commission and really have enjoyed it. I would like to continue the hard work has been done over the past year. It is a very fulfilling board to serve on.

References (please include daytime telephone number):

Atul Deshmane -- Current Planning Commissioner -- (206) 446-1333
Gary Honcoop -- Former Planning Commissioner -- (360) 815-5396
Jon Maberry -- Current Planning Commissioner -- (360) 815-7093

Signature of applicant:

Stephen W. Jackson

Place Signed / Submitted

Bellingham, Washington

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Stephen W. Jackson

1211 Falls Drive
Bellingham, WA 98229
(702) 403-2243
swjaxon@gmail.com

Education:

William S. Boyd School of Law, University of Nevada, Las Vegas
Juris Doctor, December 2014

University of Nevada, Las Vegas

Bachelor of Arts, May 2012

Major: Criminal Justice

Experience:

Attorney

Butler Beschen Law, PLLC

June 2019 – Present

Whatcom County Public Defender

Senior Deputy Public Defender

April 2015 – June 2019

Office of the Federal Public Defender for the District of Nevada – Non-Capital Habeas Unit

Law Clerk

January 2014 – May 2014

U.S. District Court for the District of Nevada

Judicial Extern to the Honorable Kent Dawson

May 2013 – August 2013

Legal Aid Center of Southern Nevada

Law Clerk – Special Education Unit

May 2013 – August 2013

KLAS-TV

Online News Editor – Assignment Editor

December 2006 – July 2012

Volunteering:

Whatcom County Planning Commission

Commissioner

July 2016 – Present

North Sound Behavioral Health Advisory Board

Board Member

August 2016 – April 2018

Awards:

- 2013 duPont – Columbia Award for Excellence in Broadcasting
- 2011 Peabody Award for Excellence in Broadcasting
- 2006 Emmy Awards – Crime Reporting and Investigative Reporting
- Four-time Edward R. Murrow Award winner

Planning Commission: Candice Leonard

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 29, 2020 8:14:34 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Candice
Last Name	Leonard
Today's Date	12/29/2020
Street Address	493 Valley Highway
City	Acme
Zip	98220
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3609224622
Secondary Telephone	<i>Field not completed.</i>
Email Address	Candice98052@yahoo.com

Step 2

1. Name of Board or Planning Commission

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 3

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? Yes

If yes, please explain I own a quilt store in Lynden. Having been a planning commissioner in another county I do not believe this would have an impact or create a bias.

You may attach a resume or detailed summary of experience, qualifications, & interest in response to *Field not completed.*

the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	15 years in State government in various management capacities as well as 10 years in private industry. Certified project manager. Previous Planning Commissioner in Tillamook County.
---	---

10. Please describe why you're interested in serving on this board or commission	I would like to serve my community and have been a planning commissioner previously and enjoyed it.
--	---

References (please include daytime telephone number):	If accepted I have professional references
---	--

Signature of applicant:	Candice Leonard
-------------------------	-----------------

Place Signed / Submitted	Acme, Wa
--------------------------	----------

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-040**

File ID:	AB2021-040	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Portage Bay Shellfish Protection District Advisory Committee - Applicant(s): Albert de Boer, Fred Likkel, and Christine Woodward

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

PORTAGE BAY SHELLFISH PROTECTION DISTRICT

8 vacancies, 1 member eligible to reapply, 4-year terms

Members must have a direct interest in the shellfish protection district. Duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Portage Bay Shellfish Protection District. Meets quarterly.

WCC 16.20.065(D): Member terms will be four years, unless otherwise required by the Revised Code of Washington (RCW). Council may waive the term limit requirements of Chapter 2.03 WCC on a case-by-case basis as it applies to this chapter.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Likkel Application, de Boer Application, Woodward Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

PORTAGE BAY SHELLFISH PROTECTION DISTRICT

8 vacancies, 1 member eligible to reapply, 4-year terms

WCC 16.20.065(D): Member terms will be four years, unless otherwise required by the Revised Code of Washington (RCW). **Council may waive the term limit requirements of Chapter 2.03 WCC on a case-by-case basis as it applies to this chapter.**

Members must have a direct interest in the shellfish protection district. Duties are to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Portage Bay Shellfish Protection District. Meets quarterly.

- Albert de Boer
- Fred Likkel
- Christine Woodward, incumbent (3rd term, see WCC, below*)

** WCC 16.20.065(D): Member terms will be four years, unless otherwise required by the Revised Code of Washington (RCW). Council may waive the term limit requirements of Chapter 2.03 WCC on a case-by-case basis as it applies to this chapter.*

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

Portage Bay Shellfish Protection District Advisory Committee: Fred Likkel

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 29, 2020 5:56:18 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Fred
Last Name	Likkel
Today's Date	12/29/2020
Street Address	949 19th ST
City	Lynden
Zip	98264
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	360-815-4361
Secondary Telephone	<i>Field not completed.</i>
Email Address	fredl@whatcomfailyfarmers.org

Step 2

1. Name of Board or Commission: Portage Bay Shellfish Protection District Advisory Committee

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 4

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: previous two term member who went off the board in 2019 due to term limits. Reapplying at this time.

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions *Field not completed.*

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Private Environmental Consultant for agriculture
Water Quality Director for the Ag Water Board of Whatcom County
Executive Director Whatcom Family Farmers

10. Please describe why you're interested in serving on this board or commission

I've been involved in water quality issues for over 20 years in Whatcom County and am very engaged in these issues through our local Watershed Improvement Districts, which make up the Ag Water Board. I have attended almost every meeting of the Portage Bay Shellfish Advisory Committee for the last 16 years. I have a passion for seeing our communities work together to improve water quality.

References (please include daytime telephone number):

Christine Woodward 360-661-6336
George Boggs 360-815-5342

Signature of applicant:

Fred Likkel

Place Signed / Submitted

Lynden Washington

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Portage Bay Shellfish Protection District Advisory Committee: Albert de Boer

Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, December 23, 2020 11:08:52 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Albert
Last Name	de Boer
Today's Date	12/23/2020
Street Address	1633 Matz Road
City	Ferndale
Zip	98248
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	360 384-4148
Secondary Telephone	<i>Field not completed.</i>
Email Address	deboerfarm@yahoo.com

Step 2

1. Name of Board or Commission: Portage Bay Shellfish Protection District Advisory Committee

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? Yes

3. Which Council district do you live in? District 1

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? Yes

If yes, please list dates: Term expired January 2020

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions *Field not completed.*

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Dairy farmer, presently member of the Flood Control Zone District Advisory Comm. and DD4 Diking District Commissioner. Past member of the Shellfish Advisory Comm. and Northwest Dairy Association Board.

10. Please describe why you're interested in serving on this board or commission

The Shellfish Comm. has done a lot of good work but much remains to be done, I would would like to be part of that effort.

References (please include daytime telephone number):

Fred Likkel 360 815-4361

Signature of applicant:

Albert de Boer

Place Signed / Submitted

Ferndale, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)

Portage Bay Shellfish Protection District Advisory Committee: Christine Woodward

Subject: Online Form Submittal: Board and Commission Application
Date: Monday, November 30, 2020 4:09:40 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
First Name	Christine
Last Name	Woodward
Today's Date	11/30/2020
Street Address	2715 West Illinois Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3606616336
Secondary Telephone	<i>Field not completed.</i>
Email Address	Cwoodward5893@gmail.com

Step 2

1. Name of Board or Commission: Portage Bay Shellfish Protection District Advisory Committee

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 2

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

Yes

If yes, please list dates: Have served 2 terms for this committee and am applying for a third

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Former Director of Natural Resources for the Samish Indian Nation. Past committee member for Portage.

10. Please describe why you're interested in serving on this board or commission

I have served 2 terms on this committee and am now chair so I would like to continue the work.

References (please include daytime telephone number):

Erika Douglas, 360-303-4090

Signature of applicant:

Christine Raye Woodward

Place Signed / Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-043**

File ID:	AB2021-043	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancies on the Solid Waste Advisory Committee - Applicant(s): Kevin Moore

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

SOLID WASTE ADVISORY COMMITTEE

4 Vacancies, 3-year terms

- 1 vacancy representing a public interest group
- 1 vacancy representing the waste recycling industry, current member eligible to reapply
- 1 vacancy representing the waste collection industry
- 1 vacancy representing agriculture

No two representatives can be from the same company or public interest group. The committee provides ongoing public input and advice to Whatcom County on solid waste management issues.

Generally meets quarterly on Thursday evenings, but meeting schedule and frequency subject to change upon committee approval.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Moore Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

SOLID WASTE ADVISORY COMMITTEE

4 Vacancies, 3-year terms

- 1 vacancy representing a public interest group
- **1 vacancy representing the waste recycling industry, current member eligible to reapply**
- 1 vacancy representing the waste collection industry
- 1 vacancy representing agriculture

No two representatives can be from the same company or public interest group. The committee provides ongoing public input and advice to Whatcom County on solid waste management issues. Generally meets quarterly on Thursday evenings, but meeting schedule and frequency subject to change upon committee approval.

Waste Recycling Industry

- Kevin Moore, incumbent

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

Solid Waste Advisory Committee: Kevin Moore

Subject: Online Form Submittal: Board and Commission Application
Date: Friday, December 4, 2020 9:50:55 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mr.
First Name	Kevin
Last Name	Moore
Today's Date	12/4/2020
Street Address	328 South Forest Street
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	<i>Field not completed.</i>
Primary Telephone	3602244038
Secondary Telephone	<i>Field not completed.</i>
Email Address	kevin@nwrecycling.com

Step 2

1. Name of Board or Solid Waste Advisory Committee

Committee

Solid Waste Advisory Committee (SWAC) Position:	Waste Recycling Industry representative
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	Yes
If yes, please list dates:	Current member; term expires January 31, 2021
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	I am the CEO of Northwest Recycling which does business with Whatcom County.
You may attach a	<i>Field not completed.</i>

resume or detailed summary of experience, qualifications, & interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

CEO, Northwest Recycling, Inc.- 4 years

10. Please describe why you're interested in serving on this board or commission

I believe that recycling is critical to the success of our county and believe it is our responsibility to ensure that this is done in a professional and responsible manner.

References (please include daytime telephone number):

Jeff Hegedus 360-778-6000

Signature of applicant:

Kevin Moore

Place Signed / Submitted

Bellingham, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-044

File ID:	AB2021-044	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancy on the Sumas/Everson/Nooksack Flood Subzone Advisory Committee - Applicant(s): Aaron Kurashige (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

SUMAS/EVERSON/NOOKSACK FLOOD CONTROL SUBZONE ADVISORY COMMITTEE
1 Vacancy, 4-year term. Applicants must live within the subzone boundary. The Committee is an integral part of the program reviewing the Comprehensive Plan for flood control, discusses and recommends budget appropriation, and is a liaison with the public at meetings. The Committee has special meetings throughout the year as needed. Flood Control Zone District Board of Supervisors-appointed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Kurashige Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

SUMAS/EVERSON/NOOKSACK FLOOD CONTROL SUBZONE ADVISORY COMMITTEE

1 Vacancy, 4-year term. Applicants must live within the [subzone boundary](#). The Committee is an integral part of the program reviewing the Comprehensive Plan for flood control, discusses and recommends budget appropriation, and is a liaison with the public at meetings. The Committee has special meetings throughout the year as needed. **Flood Control Zone District Board of Supervisors-appointed.**

- Aaron Kurashige

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

Sumas/Everson/Nooksack Flood Subzone Advisory Committee: Aaron Kurashige

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 15, 2020 7:44:26 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name Aaron

Last Name Kurashige

Today's Date 12/15/2020

Street Address 405 Harrison Lane

City Nooksack

Zip 98276

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 3602202428

Secondary Telephone *Field not completed.*

Email Address aaronsk@gmail.com

Step 2

1. Name of Board or Sumas/Everson/Nooksack Flood Control Sub-Zone Advisory

Committee	Committee
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former	I'm a 2006 graduate of WWU with a psychology major. I've been working in agriculture in the county since 2004 and made a

occupation if retired),
qualifications,
professional and/or
community activities,
and education

career out of it when I graduated from WWU. For the last 5 years I've worked at Maberry Packing and am currently the Operations Manager. Prior to that I worked at Rader Farms as the Plant Manager. I have experience in operations management, food processing, quality assurance, purchasing/supply chain, and safety compliance.

10. Please describe
why you're interested
in serving on this board
or commission

I'm a time in my life and career where I feel like I can start contributing back to my community through service. I would also like to gain more knowledge as to how the county manages the Nooksack river and the floodplain.

References (please
include daytime
telephone number):

Juan Garcia 360-410-7942
Jon Maberry 360-815-7093

Signature of applicant:

Aaron Kurashige

Place Signed /
Submitted

Nooksack, WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: AB2021-045

File ID:	AB2021-045	Version:	1	Status:	Agenda Ready
File Created:	01/05/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancy on the Birch Bay Watershed and Aquatic Resource Management District (BBWARM) Advisory Committee - Applicant(s): Robert Shanabarger (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

BIRCH BAY WATERSHED AND AQUATIC RESOURCES MANAGEMENT (BBWARM)
ADVISORY COMMITTEE

1 Vacancy, must reside in the subzone, 4-year term. The BBWARM Advisory Committee assists and makes recommendations to the Flood Control Zone District Board of Supervisors regarding implementing the BBWARM District stormwater program. The committee will assist the residents of the area and the Board of Supervisors with the implementation of the Birch Bay Watershed and Aquatic Resource Management District. Appointed by the Council acting as the Flood Control Zone District Board of Supervisors

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
-------	--------------	---------	----------

Attachments: Applicant List, Shanabarger Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

[BIRCH BAY WATERSHED AND AQUATIC RESOURCES MANAGEMENT \(BBWARM\) ADVISORY COMMITTEE](#)

1 Vacancy, [must reside in the subzone](#), 4-year term. The BBWARM Advisory Committee assists and makes recommendations to the Flood Control Zone District Board of Supervisors regarding implementing the BBWARM District stormwater program. The committee will assist the residents of the area and the Board of Supervisors with the implementation of the Birch Bay Watershed and Aquatic Resource Management District. **Appointed by the Council acting as the Flood Control Zone District Board of Supervisors**

- Robert Shanabarger

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

Birch Bay Watershed and Aquatic Resources Management (BBWARM): Robert Shanabarger

Subject: Online Form Submittal: Board and Commission Application
Date: Friday, December 18, 2020 1:44:52 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title *Field not completed.*

First Name Robert

Last Name Shanabarger

Today's Date 12/18/2020

Street Address 5320 Ocean Cove Lane

City Blaine

Zip 98230

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 425-971-5128

Secondary Telephone *Field not completed.*

Email Address rjshanabarger@yahoo.com

Step 2

1. Name of Board or Birch Bay Watershed and Aquatic Resources Management

Committee	Committee
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former	Retired from Boeing Commercial Aircraft, worked in Supplier Management support on site supplier activities. Was considered

occupation if retired),
qualifications,
professional and/or
community activities,
and education

subject matter expert on written policies and procedures.

10. Please describe
why you're interested
in serving on this board
or commission

Since we live within 10 minutes walk of Birch Bay I feel that being involved in what and how the watershed works and use of the area is something that I would be interested in doing.

References (please
include daytime
telephone number):

Randy Corcoran 206-941-1927
Aaron Shanabarger 657-923-8103
Dean Broome 425-238-7575

Signature of applicant:

RJ Shanabarger

Place Signed /
Submitted

5320 Ocean Cove Lane, Blaine WA

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-046**

File ID:	AB2021-046	Version:	1	Status:	Agenda Ready
File Created:	01/06/2021	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	01/12/2021			Enactment #:	

Primary Contact Email: jnixon@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Council appointment to fill vacancy on the Acme/VanZandt Flood Subzone Advisory Committee -
Applicant(s): Candice Leonard (Council Acting as the Flood Control Zone District Board of Supervisors)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

ACME/VANZANDT FLOOD CONTROL SUBZONE ADVISORY COMMITTEE

2 Vacancies, current members eligible to reapply, 4-year terms. Applicants must live within the subzone boundary. The Committee is an integral part of the program reviewing the Comprehensive Plan for flood control, discusses and recommends budget appropriation, and is a liaison with the public at meetings. The Committee has special meetings throughout the year as needed. Flood Control Zone District Board of Supervisors-appointed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments: Applicant List, Leonard Application



WHATCOM COUNTY
BOARDS AND COMMISSION VACANCIES
Through January 31, 2021

APPLICANT LIST

ACME/VANZANDT FLOOD CONTROL SUBZONE ADVISORY COMMITTEE

2 Vacancies, current members eligible to reapply, 4-year terms. Applicants must live within the [subzone boundary](#). The Committee is an integral part of the program reviewing the Comprehensive Plan for flood control, discusses and recommends budget appropriation, and is a liaison with the public at meetings. The Committee has special meetings throughout the year as needed. **Flood Control Zone District Board of Supervisors-appointed.**

- Candice Leonard

Boards, commission, and committee (BCAC) members have to meet the following qualifications:

1. US Citizen (Charter 4.20)
2. Resident and registered voter in Whatcom County (Charter 4.20)
3. Resident of the district, agency, or group the person is appointed to represent on a specific board, committee or commission (WCC 2.03.100)
4. If required, the specific qualifications per the enabling ordinance, resolution, or RCW (see enabling statute of the specific BCAC.)

Acme/VanZandt Flood Subzone Advisory Committee: Candice Leonard

Subject: Online Form Submittal: Board and Commission Application
Date: Tuesday, December 29, 2020 8:23:47 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Mrs.
First Name	Candice
Last Name	Leonard
Today's Date	12/29/2020
Street Address	493 valley highway
City	Acme
Zip	98220
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3609224622
Secondary Telephone	Field not completed.
Email Address	Candice98o52@yahoo.com

Step 2

1. Name of Board or Commission: Acme/VanZandt Flood Control Sub-Zone Advisory Committee

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?

Yes

3. Which Council district do you live in?

District 3

4. Are you a US citizen?

Yes

5. Are you registered to vote in Whatcom County?

Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?

No

7. Have you ever been a member of this Board/Commission?

No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?

No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your occupation (or former

15 years in State government in various management capacities as well as 10 years in private industry. Certified project manager.

occupation if retired),
qualifications,
professional and/or
community activities,
and education

Previous Planning Commissioner in Tillamook County. Own
tangled threads quilt store in lynden. Resident of Acme.

10. Please describe
why you're interested
in serving on this board
or commission

I enjoy serving the public and am a local resident

References (please
include daytime
telephone number):

Professional references if selected

Signature of applicant:

Candice Leonard

Place Signed /
Submitted

acme, wa

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Whatcom County

COUNTY COURTHOUSE
311 Grand Avenue, Ste #105
Bellingham, WA 98225-4038
(360) 778-5010

Agenda Bill Master Report

File Number: **AB2021-018**

File ID:	AB2021-018	Version:	1	Status:	Agenda Ready
File Created:	12/29/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Ordinance		
Assigned to:	Council	Final Action:			
Agenda Date:	01/12/2021	Enactment #:			

Primary Contact Email: Bbennett@co.whatcom.wa.us

TITLE FOR AGENDA ITEM:

Ordinance amending the 2021 Whatcom County Budget, request no. 2, in the amount of \$5,839,516

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #2 requests funding from the General Fund:

1. To appropriate \$120,881 to the Public Defender to fund an additional Deputy II from grant proceeds.
2. To appropriate \$50,000 to the Public Defender to fund an additional extra help attorney from grant proceeds.
3. To appropriate \$126,000 to Health to fund COVID response temporary staff from donations.
4. To appropriate \$24,000 to Health to fund wage and benefit costs of COVID case and contact investigators work study program.
5. To appropriate \$3,788 to fund the support of the behavioral health services in the jail and the GRACE program from grant proceeds.

Supplemental #2 requests funding from the Homeless Housing Fund:

1. To appropriate \$1,460,288 to Health to fund the Emergency Solutions Grant - COVID from grant proceeds.
2. To appropriate \$964,000 to Health to fund the DOC Shelter Program from grant proceeds.

Supplemental #2 requests funding from the Countywide Emergency Medical Fund:

To appropriate \$192,350 to fund the 2nd Bellingham Fire Community Paramedic.

Supplemental #2 requests from the COVID Emergency Response Fund:

To appropriate \$2,673,602 to fund COVID response operations from grant proceeds.

Supplemental #2 requests funding from the Emergency Management Fund:

1. To appropriate \$25,397 to fund FFY2020 20EMPG-S from grant proceeds.
2. To appropriate \$75,000 to fund Whatcom County Natural Hazard Mitigation Plan from grant proceeds.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
--------------	---------------------	----------------	-----------------

Attachments: Ordinance, Summary, Supplementals

**ORDINANCE NO.
 AMENDMENT NO. 2 OF THE 2021 BUDGET**

WHEREAS, the 2021-2022 budget was adopted November 24, 2020; and,
WHEREAS, changing circumstances require modifications to the approved 2021-2022 budget;
 and,

WHEREAS, the modifications to the budget have been assembled here for deliberation by the
 Whatcom County Council,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2021-2022
 Whatcom County Budget Ordinance #2020-068 is hereby amended by adding the following additional
 amounts to the 2021 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Public Defender	170,881	(170,881)	-
Health	277,998	(281,786)	(3,788)
Total General Fund	448,879	(452,667)	(3,788)
Homeless Housing Fund	2,424,288	(2,424,288)	-
Countywide Emergency Medical Fund	192,350	-	192,350
COVID Emergency Response Fund	2,673,602	(2,673,602)	-
Emergency Management Fund	100,397	(100,397)	-
Total Supplemental	5,839,516	(5,650,954)	188,562

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C – Position Control
 Changes in the 2021-2022 Budget Ordinance should also be amended to provide for the following
 FTE change:

- Add 1 FTE Deputy II I Public Defender

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
 WHATCOM COUNTY, WASHINGTON

 Dana Brown-Davis, Council Clerk

 Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by email/C Quinn/M Caldwell
 Civil Deputy Prosecutor

 Satpal Sidhu, County Executive

Date: _____

Fund	Expenditures	Revenues	Net Effect
General Fund			
Public Defender	170,881	(170,881)	-
Health	277,998	(281,786)	(3,788)
Total General Fund	448,879	(452,667)	(3,788)
Homeless Housing Fund	2,424,288	(2,424,288)	-
Countywide Emergency Medical Fund	192,350	-	192,350
COVID Emergency Response Fund	2,673,602	(2,673,602)	-
Emergency Management Fund	100,397	(100,397)	-
Total Supplemental	5,839,516	(5,650,954)	188,562

WHATCOM COUNTY				
Summary of the 2021 Supplemental Budget Ordinance No. 2				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Public Defender	To fund an additional Deputy II from grant proceeds.	120,881	(120,881)	-
Public Defender	To fund an additional extra help attorney from grant proceeds.	50,000	(50,000)	-
Health	To fund Covid response temporary staff from donations.	126,000	(126,000)	-
Health	To fund wage and benefit costs of Covid case and contact investigators work study program.	24,000	(24,000)	-
Health	To fund the support of the behavioral health services in the jail and the GRACE program from grant proceeds.	127,998	(131,786)	(3,788)
Total General Fund		448,879	(452,667)	(3,788)
Homeless Housing Fund				
Health	To fund the Emergency Solutions Grant - COVID from grant proceeds.	1,460,288	(1,460,288)	-
Health	To fund the DOC Shelter Program from grant proceeds.	964,000	(964,000)	-
Total Homeless Housing Fund		2,424,288	(2,424,288)	-
Countywide Emergency Medical Fund	To fund 2nd Bellingham Fire Community Paramedic.	192,350	-	192,350
COVID Emergency Response Fund	To fund COVID response operations from grant proceeds.	2,673,602	(2,673,602)	-
Emergency Management Fund				
Emergency Management	To fund FFY2020 20EMPG-S from grant proceeds.	25,397	(25,397)	-
Emergency Management	To fund Whatcom County Natural Hazard Mitigation Plan from grant proceeds.	75,000	(75,000)	-
Total Emergency Management Fund		100,397	(100,397)	-
Total Supplemental		5,839,516	(5,650,954)	188,562

Supplemental Budget Request

Public Defender

Suppl ID # 3148 Fund 1 Cost Center 2672 Originator: Julie Wiles

jury trials in Whatcom County.

3a. Options / Advantages:

Hiring a Deputy II FTE Public Defender attorney is the best option we have in order to ensure our attorneys are not going over the Case Standards.

3b. Cost savings:

This supplemental request will be paid for from the Coronavirus Emergency Supplemental Fund.

4a. Outcomes:

In 2021, the Whatcom County Public Defender anticipates similar caseload issues as experienced in 2020. However, grant funds would enable the office to hire a Deputy II Public Defender to handle a felony case load, lowering pending caseloads for the other felony attorneys.

Higher staff morale will also be a result of having this extra full time FTE attorney..

4b. Measures:

Case load standards will be met.

5a. Other Departments/Agencies:

This request will have a positive impact on the Courts and the Prosecutor's Office. Adequate staffing helps prevent court congestion and unnecessary continuances while enabling the Public Defender to provide constitutionally mandated representation within State Standards.

5b. Name the person in charge of implementation and what they are responsible for:

6. Funding Source:

The funding source is the Coronavirus Emergency Supplemental Fund from the Washington State Department of Commerce.

Supplemental Budget Request

Status: Pending

Public Defender

Suppl ID # 3139 **Fund 1** **Cost Center 2671** **Originator: Julie Wiles**

Expenditure Type: One-Time **Year 1 2021** **Add'l FTE** **Add'l Space** **Priority 1**

Name of Request: Office of Public Defense CESF Grant Fund

X		
Department Head Signature (Required on Hard Copy Submission)		Date

Costs:	Object	Object Description	Amount Requested
	4333.1675	Coronavirus Emerg Supp Fds	(\$50,000)
	6120	Extra Help	\$50,000
	Request Total		\$0

1a. Description of request:

This Supplemental is for a temp extra help attorney to assist our department with cases as a result of the Corona virus. We plan to have this temp extra help work approximately 30 hours per week at a rate of \$31.22 per hour (Deputy I, Step I). This position is sought only after the department secured a grant from the Washington State Office of Public Defense Coronavirus Emergency Supplemental Fund in the amount of \$50,000.00.

The Whatcom County Public Defender is a firm of 18 lawyers, four full time investigators and support staff. The office provides the majority of the representation in Whatcom County Courts for Adult Felonies, Juvenile Offenders and Misdemeanor prosecutions. Over the last several years it has become increasingly difficult to maintain caseload standards as set by the Washington Supreme Court. Those standards were recently modified by the Washington Bar Association Board of Governors to account for issues related to COVID. Whatcom County suspended jury trials in March 2020 and they have yet to resume. Accordingly, the continued filing of criminal cases coupled with the dramatic reduction in resolved cases has caused current pending cases to substantially increase. In late 2020, the Public Defender, Assigned Counsel, Whatcom County Executive and Whatcom County Finance reached an agreement to send approximately 150 felony cases to private counsel and pay for the representation with CARES Act funds. We anticipate the same problems we experienced in 2020 to continue into 2021 until jury trials resume and for a substantial period of time thereafter. The Grant referenced above provides the ability to bring on a temporary attorney to free up line felony attorneys' time to devote to cases. The goal is to bring current pending caseloads down and to maintain compliance with Caseload Standards set by the Washington Supreme Court.

1b. Primary customers:

Whatcom County Public Defender clientele.

2. Problem to be solved:

For 2020, the Whatcom County Public Defender has had to send 146 felony referrals back to Assigned Counsel for October, November and December of 2020. These returns were necessary to keep the office within Caseload Standards for 2020 and to account for rising pending caseloads due to the absence of jury trials in Whatcom County.

3a. Options / Advantages:

Hiring a temp extra help attorney is the best option we have in order to ensure our attorneys are not going over the Case Standards.

3b. Cost savings:

This supplemental will be paid for with a grant from the Office of Public Defense.

Supplemental Budget Request

Status: Pending

Public Defender

Suppl ID # 3139

Fund 1

Cost Center 2671

Originator: Julie Wiles

4a. Outcomes:

In 2021, the Whatcom County Public Defender anticipates similar caseload issues as experienced in 2020. However, grant funds would enable the office to hire a temporary attorney to handle daily recurring calendars and will free up felony line attorney time to provide for the more efficient and timely resolution of cases, lowering pending caseloads.

Higher staff morale will also be a result of having extra help to assist with case loads.

4b. Measures:

Case load standards will be met.

5a. Other Departments/Agencies:

This request will have a positive impact on the Courts and the Prosecutor's Office. Our regular line attorneys will be better able to focus on their current case loads while this temp extra help attorney will attend the daily court hearings for arraignments and first appearance etc.

5b. Name the person in charge of implementation and what they are responsible for:

6. Funding Source:

The Washington State Office of Public Defense Corona virus Emergency Supplemental Fund approved this subject \$50,000.00 grant.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3146

Fund 1

Cost Center 627500

Originator: Cindy Hollinsworth

Expenditure Type: One-Time

Year 1 2021

Add'l FTE

Add'l Space

Priority 1

Name of Request: NW Workforce Council Grant

X *Kathleen W* on behalf of Erin Lauterbach (2/23/20)
 Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$126,000)
	6120	Extra Help	\$82,930
	6210	Retirement	\$7,238
	6230	Social Security	\$6,344
	6245	Medical Insurance	\$24,744
	6255	Other H&W Benefits	\$2,905
	6259	Worker's Comp-Interfund	\$1,533
	6269	Unemployment-Interfund	\$306
	Request Total		\$0

1a. Description of request:

The Health Department requests expenditure authority for additional new dedicated funding from the Northwest Workforce Council available through June 30, 2021. This funding will decrease the burden upon the general fund for COVID response expenses.

These funds will be utilized for salary expenses for Health Department temporary staff working on the COVID response. Temporary staffing will include four community testing program site assistants/registrars and three case and contact investigators. These staff qualify for the disaster-relief employment program through the Northwest Workforce Council.

1b. Primary customers:

Whatcom county residents needing education about isolation or quarantine or support for COVID-19 testing.

2. Problem to be solved:

The Health Department requires surge staffing to support expanded response to COVID-19, as well as support testing and community mitigation.

3a. Options / Advantages:

Eligible Whatcom County residents who have been displaced or laid off due to COVID-19 will be employed by Whatcom County. This will provide needed staffing resources to the COVID-19 response and meaningful work for people currently unemployed.

3b. Cost savings:

Positions are funded by Northwest Workforce Council and will offset General Fund expenditures to provide for COVID-19 response.

4a. Outcomes:

The Health Department will have additional staff to support COVID response, both in conducting case and contact investigations and in providing assistance to testing team to ensure efficiency and volume in community testing.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3146

Fund 1

Cost Center 627500

Originator: Cindy Hollinsworth

4b. Measures:

Metrics for case and contact investigation and testing for COVID-19, including 90% of cases contacted within 24 hours of test result and contacts contacted within 48 hours of case interview.

5a. Other Departments/Agencies:

n/a

5b. Name the person in charge of implementation and what they are responsible for:

n/a

6. Funding Source:

Northwest Workforce Council.

Supplemental Budget Request


Status: Pending

Health **Communicable Disease & Epidemiology**

Suppl ID # 3147 Fund 1 Cost Center 627700 Originator: Cindy Hollinsworth

Expenditure Type: One-Time Year 1 2021 Add'l FTE Add'l Space Priority 1

Name of Request: WWU Workstudy

X  on behalf of Erik Lauterbach 12/23/20
 Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	(\$24,000)
	6120	Extra Help	\$21,939
	6230	Social Security	\$1,678
	6255	Other H&W Benefits	\$32
	6259	Worker's Comp-Interfund	\$328
	6269	Unemployment-Interfund	\$23
	Request Total		\$0

1a. Description of request:

The Health Department requests spending authority for new dedicated funding from Western Washington University's Work-study Program. This funding will reimburse Whatcom County for partial cost of wages and fringe benefits for 4 work-study students to serve as COVID case and contact investigators at the Health Department during the current academic year.

1b. Primary customers:

Whatcom county residents needing education about isolation or quarantine.

2. Problem to be solved:

The Health Department requires surge staffing to support expanded response to COVID-19, including in increasing case and contact investigators.

3a. Options / Advantages:

Students with an interest in public health will have the opportunity to learn more about the Health Department while providing a needed COVID-19 response function.

3b. Cost savings:

Positions are partially funded by WWU work-study program, which offsets the General Fund contribution to the COVID-19 response.

4a. Outcomes:

Health will have additional staff to support COVID-19 response.

4b. Measures:

Metrics for case and contact investigation and testing for COVID-19, including 90% of cases contacted within 24 hours of test result and contacts contacted within 48 hours of case interview.

5a. Other Departments/Agencies:

n/a

5b. Name the person in charge of implementation and what they are responsible for:

n/a

6. Funding Source:

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3147

Fund 1

Cost Center 627700

Originator: Cindy Hollinsworth

Western Washington University Work-Study Program Funding

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3145

Fund 1

Cost Center 675700

Originator: Anne Deacon

Expenditure Type: One-Time

Year 1 2021

Add'l FTE

Add'l Space

Priority 1

Name of Request: North Sound ASO Trueblood Grant

X

[Signature] on behalf of Erika Louenbach

12/23/20

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.9395	Comm Mental Health Svcs	(\$131,786)
	6610	Contractual Services	\$127,998
	Request Total		(\$3,788)

1a. Description of request:

We are requesting expenditure authority of new grant funding from the state to support treatment services in the jail and in the community. This funding will support the provision of behavioral health services in the jail and the GRACE program.

1b. Primary customers:

Individuals with serious mental health disorders, particularly class members of the state's Trueblood lawsuit. Class action members include those people with serious mental illness who need to undergo an evaluation of their competency to stand trial, or who have been deemed incompetent to stand trial as a result of a mental illness and require restoration services from a designated hospital.

2. Problem to be solved:

Individuals with behavioral health disorders, especially class action members, have more difficulties than the general population with accessing behavioral health and support services effectively. Decompensation of one's mental illness can lead to hospitalization and increased time in the justice system.

3a. Options / Advantages:

This new funding supports the county's efforts to provide intensive services to people involved in the criminal justice system and who have serious mental health disorders. Trueblood funding is intended to help serve people with behavioral health disorders in their communities in an effort to avoid expensive hospitalizations, arrests and incarceration.

3b. Cost savings:

These monies are not local funds, but rather derive from a state legislative proviso. Therefore, this decreases the burden on local dollars that might be used for these services.

4a. Outcomes:

Outcomes include: Less offender recidivism, increased stability in services, and increased retention in services.

4b. Measures:

Number of offenders with serious mental illness served in the jail and by the GRACE program and connected to ongoing services

5a. Other Departments/Agencies:

n/a

5b. Name the person in charge of implementation and what they are responsible for:

n/a

6. Funding Source:

Wednesday, December 23, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3145

Fund 1

Cost Center 675700

Originator: Anne Deacon

North Sound Behavioral Health Administrative Services Organization- State proviso funds

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3140

Fund 122

Cost Center 122900

Originator: Anne Deacon

Expenditure Type: One-Time

Year 1 2021

Add'l FTE

Add'l Space

Priority 1

Name of Request: Emergency Solutions Grant-COVID

X  on behalf of Erika Lauterbach 12/23/20
Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$1,460,288)
	6610	Contractual Services	\$1,460,288
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority of additional federal funding (Emergency Solutions Grant – COVID) passed through by the Washington State Department of Commerce from the U.S. Department of Housing and Urban Development (HUD). This funding will be used to prevent, mitigate, and reduce the transmission of COVID-19 in Whatcom County for those experiencing or at high risk of homelessness.

This will be accomplished through the following activities for those experiencing or at high risk of homelessness: 1) expand capacity of emergency motel stays for families with children, youth and young adults, and highly vulnerable singles; 2) add rental assistance resources; 3) add personnel support including case management for achieving housing stability and retention; 4) support additional Homeless Management Information Systems data management costs related to this grant; 5) provide other financial assistance related to housing such as security deposits, utility costs, and application fees. 6) Purchase of beds for Base Camp emergency shelter. 7) Provide additional staffing and supplies for Sun House emergency shelter to mitigate the impacts of COVID-19 for residents and staff

The goal of these funded services is to bring people inside in temporary and permanent housing to reduce the risk of the spread of COVID-19, and facilitate transition to permanent and stable housing quickly. The grant total is \$3,044,770 and provides funding through September 30, 2022.

1b. Primary customers:

Whatcom County individuals and families experiencing and/or at risk of homelessness.

2. Problem to be solved:

On January 23, 2020, 707 people in Whatcom County were counted as experiencing homelessness during the annual Point in Time (PIT) Count. In addition to those counted, hundreds more are known to be at risk of losing their homes and becoming homeless in Whatcom County. The number of shelter beds available for families with children, youth and young adults, and highly vulnerable singles, is insufficient to meet the current need. Additionally, households living in vehicles, outdoors, and doubled up in overcrowded conditions may be unable to meet social distancing recommendations, and often lack access to sanitary facilities for personal care needs. Congregate living situations are not recommended during the COVID-19 pandemic. Increased case management is needed to increase capacity to assist households in achieving housing stability and retention.

3a. Options / Advantages:

These additional funds will support an expansion of shelter options thereby promoting individual as well as public health and welfare interests. The provision of safe shelter and rental assistance, in combination with case management and related support, will reduce potential exposure to and spread of COVID-19, and focus on housing stability objectives resulting in permanent housing.

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID #: 3140

Fund 122

Cost Center 122900

Originator: Anne Deacon

3b. Cost savings:

These funds are supported by federal dollars passed on through the state and will not impact local funds. The intent of these funds is to mitigate, prepare for, prevent, and end the spread of COVID-19 in the community among vulnerable populations. The resources supported by these funds are intended to avoid the spread of COVID-19 in the community and related costs, and support public health. People in emergency shelters and permanent housing, and receiving case management, are more likely to achieve housing stability, and thereby reduce public costs related to homelessness and the spread of COVID-19.

4a. Outcomes:

Increased capacity of shelter and rental assistance resources and increased numbers served for highly vulnerable populations to prevent, mitigate, and prepare for the spread of COVID-19 in the community among vulnerable populations lacking stable housing.

4b. Measures:

Increase in number served of those at high-risk of or experiencing homelessness with increased non-congregate emergency shelter capacity, rental assistance and case management throughout the county.

5a. Other Departments/Agencies:

N/A

5b. Name the person in charge of implementation and what they are responsible for:

N/A

6. Funding Source:

Washington State Department of Commerce is dispersing these funds which originate from the U.S. Department of Housing and Urban Development (HUD).

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3144

Fund 122

Cost Center 122900

Originator: Anne Deacon

Expenditure Type: One-Time

Year 1 2021

Add'l FTE

Add'l Space

Priority 1

Name of Request: DOC Shelter Program

X	<i>Kathleen By</i> on behalf of Erika Lauterbach 1/23/20	
Department Head Signature (Required on Hard Copy Submission)		Date

<i>Costs:</i>	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$964,000)
	6610	Contractual Services	\$964,000
	Request Total		\$0

1a. Description of request:

The Health Department requests expenditure authority of new funding from the Washington State Department of Commerce to develop/expand shelter capacity in 2021. The goal of the funded services is to bring individuals inside and transition participants to permanent housing quickly. The grant total of \$1,194,211 provides funding through June 30, 2023 and it is expected that \$964,000 will be utilized in 2021.

1b. Primary customers:

Whatcom County individuals and families experiencing homelessness.

2. Problem to be solved:

On January 23, 2020, 707 people in Whatcom County were counted as experiencing homelessness during the annual Point in Time (PIT) Count. In addition to those counted, hundreds more are known to be at risk of losing their homes and becoming homeless in Whatcom County. In 2019, there were 432 emergency shelter beds available in Whatcom County. The number of safe emergency shelter beds does not meet the need in the community. To add to this challenge, increased bed capacity in existing shelter has been challenging as congregate living situations are not recommended during the COVID-19 pandemic.

3a. Options / Advantages:

These additional funds will support an expansion of shelter options which will promote individual as well as public health and welfare interests. Providing safe nightly shelter with the opportunity for regular social service supports can help those experiencing homelessness gain stability and begin to access more permanent housing options.

3b. Cost savings:

These funds are supported by state dollars and will not impact local funds. Cost savings will occur as people are stabilized in housing, and the negative impacts to public health and welfare are mitigated.

4a. Outcomes:

Increased shelter opportunities to provide for safety, security and wellness for those experiencing homelessness.

4b. Measures:

Increase in number of additional shelter beds and services in the community to provide support to those experiencing homelessness.

5a. Other Departments/Agencies:

The Health Department will work closely with Whatcom Homeless Service Center's Coordinated Entry Partners as well as other shelter providers willing to enter information into the Homeless Management

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3144

Fund 122

Cost Center 122900

Originator: Anne Deacon

Information System (HMIS). The Health Department will work with subgrantees to ensure grant requirements are met, and to support their efforts in reducing homelessness. The Health Department will also work with the City of Bellingham, the small cities and the Whatcom County Housing Advisory Committee to ensure coordination of resources and effective communication.

5b. Name the person in charge of implementation and what they are responsible for:

n/a

6. Funding Source:

Washington State Department of Commerce is dispersing these funds which are a part of the state appropriations of the Home Security Fund.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3150 Fund 130 Cost Center 130115 Originator: Tawni Helms

Expenditure Type: One-Time Year 1 2021 Add'l FTE Add'l Space Priority 1

Name of Request: Community Paramedic Support

X

Department Head Signature (Required on Hard Copy Submission)

Date

1/5/21

Costs:	Object	Object Description	Amount Requested
	7210	Intergov Prof Svcs	\$0
	7210	Intergov Prof Svcs	\$192,350
	Request Total		\$192,350

1a. Description of request:

This budget supplemental provides the financial support for the 2nd Bellingham Fire Community Paramedic as recommended by the EMS Oversight Board in 2020. The Community Paramedic program budget was originally authorized under cost center 130100 and is now established under 130115. The intention for the 2021-2022 budget was to fund three community paramedics (CPMs) at \$192,350 per CPM for a total of \$577,050. This was expressed through budget process however, the ASR did not include the correct funding amount for all three CPMs. ASR 2021-6333 which was intended to cover three community paramedics in the 2021 and 2022 budget did not include the necessary funding for all three community paramedics (2 w/Bellingham Fire Department and 1 with Fire District 7).

1b. Primary customers:

Whatcom county residents as this program decreases the impact on EMS resources.

2. Problem to be solved:

The Community Paramedic Budget is being corrected as recommended and approved through the EMS Oversight Board and the budget discussion process.

3a. Options / Advantages:

If not funded, Bellingham Fire Department can not continue their successful community paramedic program.

3b. Cost savings:

Reducing Advanced Life Support call volumes reduces the cost to the EMS system.

4a. Outcomes:

The Community Paramedic Program is serving over 100 active patients. Active patients are defined by EMS as someone who has been seen by EMS more than 16 times in a year.

4b. Measures:

AS patients participate in the program they are resolving the issues that have prompted their calls for ALS services.

5a. Other Departments/Agencies:

5b. Name the person in charge of implementation and what they are responsible for:

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3150

Fund 130

Cost Center 130115

Originator: Tawni Helms

6. Funding Source:

EMS Levy Fund

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3143

Fund 134

Cost Center 134

Originator: Erika Lautenbach

Expenditure Type: One-Time

Year 1 2021

Add'l FTE

Add'l Space

Priority 1

Name of Request: COVID Relief fund

X

Erika Lautenbach on behalf of Erika Lautenbach 12/23/20

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9210	COVID-19 Assistance	(\$2,673,602)
	6110	Regular Salaries & Wages	\$183,920
	6120	Extra Help	\$261,657
	6140	Overtime	\$8,000
	6210	Retirement	\$57,588
	6230	Social Security	\$34,087
	6245	Medical Insurance	\$174,685
	6255	Other H&W Benefits	\$19,027
	6259	Worker's Comp-Interfund	\$6,048
	6269	Unemployment-Interfund	\$1,161
	6320	Office & Op Supplies	\$20,000
	6510	Tools & Equip	\$35,000
	6610	Contractual Services	\$1,207,490
	8301	Operating Transfer In	\$36,000
	8351	Operating Transfer Out	\$628,939
	Request Total		\$0

1a. Description of request:

In order to support COVID response efforts, and in the absence of other funding sources, the Health Department requests funding from the COVID Relief fund to support the on-going COVID response operations through June 30, 2020.

We are requesting the authorization to hire up to 5 full-time, benefitted, short term nurse positions. These positions would replace 5 current temporary nurse positions and would contribute to the Health Department's shift to a more stable staffing response to the COVID pandemic. These funds would also be utilized for salary and benefit expenses for 17 temporary staff currently working both within health department operations and within the Whatcom Unified Command structure.

In addition, these funds will cover rent and service expenses for the Isolation and Quarantine Center, personal protective equipment, contractual services for COVID testing, vaccinating and vaccine planning and a social marketing campaign to prevent the spread of COVID.

1b. Primary customers:

Customers are all residents of Whatcom County, who will benefit from timely case and contact investigations, continued testing five days per week, quarantine and isolation support, warehouse/PPE management and distribution, and communication support.

Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 3143

Fund 134

Cost Center 134

Originator: Erika Lautenbach

2. Problem to be solved:

Temporary positions create a structural barrier for stable and consistent support. Temporary employees may only work full time for three months and then drop hours to 16 hours per week. For many of these positions, it takes a full three months for proficiency. This challenge contributes to turnover in favor of full time positions, instability in staffing, severe administrative burden to continually recruit and hire additional temporary staff, and reduced capacity to respond to the pandemic.

3a. Options / Advantages:

Employees will be advantaged by having benefits, especially among those in higher COVID risk roles, and by having some stability and predictability in their employment status. The County will be advantaged by have a more stable workforce and the ability to attract and retain well-qualified individuals needed to respond to COVID.

3b. Cost savings:

Some of these positions will replace the need for higher cost contractors. The more effective the response, the sooner the county will recover economically.

4a. Outcomes:

More staff available to assist in the response, less administrative time spent in recruitment and hiring, more efficient operations with better trained and more experienced staff, less reliance on costly contracts.

4b. Measures:

Five day a week testing, with a capacity of 2500 tests/week; 90% of cases called within 24 hours; 80% of contacts called within 48 hours; daily monitoring of all people in isolation and quarantine; timely contact with businesses, schools, day cares, healthcare organizations, and long term care facilities.

5a. Other Departments/Agencies:

These positions will benefit Whatcom Unified Command staffed positions, and will reduce the need for other departments to lend staff to the response.

5b. Name the person in charge of implementation and what they are responsible for:

Erika Lautenbach, Director of the Health Department and Incident Commander for Whatcom Unified Command.

6. Funding Source:

COVID relief funds

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3141 Fund 167 Cost Center 1673520005 Originator: Frances Burkhart

Expenditure Type: One-Time Year 1 2021 Add'l FTE Add'l Space Priority 1

Name of Request: 20EMPG-S COVID-19

X  12.21.2020
 Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4333.8704	FEMA Military	(\$25,397)
	6120	Extra Help	\$11,580
	6230	Social Security	\$890
	6255	Other H&W Benefits	\$17
	6259	Worker's Comp-Interfund	\$198
	6269	Unemployment-Interfund	\$12
	6510	Tools & Equip	\$12,700
	Request Total		\$0

1a. Description of request:

The US Dept of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) awarded a FFY2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) to Whatcom County in 2020 (WCC# 202007018). This grant allows Whatcom County Sheriff's Office Division of Emergency Management to fund an Extra Help position to help manage volunteer resources during the COVID response and purchase additional communications equipment.

1b. Primary customers:

Local emergency management, partner agencies, and the residents of Whatcom County.

2. Problem to be solved:

Budget authority is needed to carry over unexpended grant funds from 2020 into 2021.

3a. Options / Advantages:

Without this grant funding, these projects would have to be funding with local monies or eliminated.

3b. Cost savings:

\$25,397

4a. Outcomes:

Extra Help will support on-going COVID volunteer operational and administrative activities and communications equipment will be procured and deployed.

4b. Measures:

WCSO-DEM and Whatcom Unified Command will monitor program projects.

5a. Other Departments/Agencies:

Department and agency requests for volunteers will be vetted through Whatcom Unified Command.

5b. Name the person in charge of implementation and what they are responsible for:

N/A

6. Funding Source:

Federal Grant: DHS/FEMA 20EMPG-S, E20-225; CFDA# 97.042. (WCC# 202007018)

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3142 Fund 167 Cost Center 1673520006 Originator: Frances Burkhart

Expenditure Type: One-Time Year 1 2021 Add'l FTE Add'l Space Priority 2

Name of Request: Pre-Disaster Mitigation Grant

X *Bur E* *12-21-2020*
 Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4333.8704	FEMA Military	(\$75,000)
	6320	Office & Op Supplies	\$750
	6330	Printing	\$500
	6610	Contractual Services	\$72,500
	6655	Interpreter Services	\$750
	7140	Meeting Refreshments	\$500
	Request Total		\$0

1a. Description of request:

Requesting budget authority to proceed with the required update to the Whatcom County Natural Hazard Mitigation Plan.

1b. Primary customers:

Whatcom County jurisdictions and the populations they serve.

2. Problem to be solved:

As outlined in 44 CFR 201 .6 - Local Mitigation Plans, the Whatcom County Natural Hazard Mitigation Plan is a multi-jurisdictional local plan that summarizes Whatcom County's natural hazards, provides a risk and vulnerability assessment, and includes mitigation strategies, projects, and action plans to help reduce the impacts of natural hazards. An approved plan meets one of the eligibility requirements for participating jurisdictions to apply for and receive funding from the Stafford Act Hazard Mitigation Assistance (HMA) grant programs. Jurisdictions with approved mitigation plans may also be eligible for points under the National Flood Insurance Program's Community Rating System (CRS).

The Natural Hazard Mitigation Plan must be updated and approved by FEMA every five years. The current plan expires December 14, 2021.

3a. Options / Advantages:

The US Dept of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) awarded a FFY2018 Pre-Disaster Mitigation Grant to Whatcom County (WCC# 202011017) to help fund this project, which would otherwise have to be funded with local monies.

3b. Cost savings:

\$75,000

4a. Outcomes:

The updated Whatcom County Natural Hazard Mitigation Plan will be approved by FEMA by 12/14/2021.

4b. Measures:

FEMA will approve the 2021 Whatcom County Natural Hazard Mitigation Plan.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Sheriff

Emergency Management

Suppl ID # 3142

Fund 167

Cost Center 1673520006

Originator: Frances Burkhart

Participating jurisdictions in the current plan (12-15-2016) include the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, Lake Whatcom Water and Sewer District, Meridian School District, Port of Bellingham, Whatcom County Fire District#11, Whatcom County Flood Control District, and Whatcom County.

5b. Name the person in charge of implementation and what they are responsible for:

Each participating jurisdiction appoints a lead planner to coordinate its jurisdiction-specific update.

6. Funding Source:

Federal Grant: FEMA Pre-Disaster Mitigation Grant, D21-008; CFDA 97.047. (WCC# 202011017)