

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 MARCH 10, 2020

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

NATURAL RESOURCES COMMITTEE (9 A.M.)

FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE (10:30 A.M.)

PUBLIC WORKS AND HEALTH COMMITTEE (1 P.M.)

SPECIAL HEALTH BOARD (2:15 P.M.)

**CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE (3 P.M. ESTIMATED TIME – MEETING
MAY BEGIN EARLIER/LATER THAN 3 P.M.)**

COUNCIL (7 P.M.)

UPCOMING MEETINGS AND EVENTS:

MARCH 17, 2020

**10:30 A.M. - WATER WORK SESSION
CIVIC CENTER BUILDING GARDEN ROOM**

MARCH 24, 2020

**REGULAR COUNCIL AND COMMITTEE MEETINGS
COUNCIL CHAMBERS, 311 GRAND AVENUE**

MARCH 25, 2020

**6:30 P.M. - LAKE WHATCOM JOINT COUNCILS AND COMMISSION MEETING
CITY COUNCIL CHAMBERS, 201 LOTTIE STREET**

MARCH 31, 2020

**10 A.M. - HEATH BOARD
COUNCIL CHAMBERS, 311 GRAND AVENUE**

COMMITTEE AGENDAS

NATURAL RESOURCES COMMITTEE

Members: Todd Donovan, Ben Elenbaas, Carol Frazey

9:00 a.m. Tuesday, March 10, 2020

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Committee Discussion

1. [AB2020-108](#) Update from Whatcom County Public Works staff on 2020-2024 Lake Whatcom Management Program Work Plan Public comments received
Page 1
2. [AB2020-111](#) Discussion of efforts to improve the WRIA 1 Planning Unit caucus processes
Page 2

Other Business

Adjournment

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

Members: Tyler Byrd, Rud Browne, Kathy Kershner

10:30 a.m. Tuesday, March 10, 2020

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

County Executive's Report

Special Presentation

1. [AB2020-103](#) Presentation from Heather Powell regarding Boys and Girls Club and child care operations
Page 3
2. [AB2020-113](#) Report from Whatcom County's Finance Department
Page 4

Committee Discussion and Recommendation to Council

1. [AB2020-109](#) Request authorization for the County Executive to enter into an interlocal contract amendment between Whatcom County and Whatcom Conservation District to provide Lake Whatcom Homeowner Incentive Program assistance, in the amount of \$100,000 for a total amended interlocal contract amendment amount of \$316,000
Pages 5 - 13
2. [AB2020-112](#) Request for authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and the City of Ferndale for the Stormwater Education and Outreach Project
Pages 14 - 24

Council "Consent Agenda" Items

1. [AB2020-105](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Snohomish County to utilize State Homeland Security Program (SHSP) funding to sustain and enhance Division of Emergency Management programs, in the amount of \$87,923
Pages 25 - 69

2. [AB2020-095](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Sumas to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County
Pages 70 - 78
3. [AB2020-101](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Ferndale to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County
Pages 79 - 87
4. [AB2020-102](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Everson to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County
Pages 88 - 96

Other Business

Adjournment

PUBLIC WORKS AND HEALTH COMMITTEE

1:00 p.m. Tuesday, March 10, 2020

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. [AB2020-114](#) Report from Whatcom County Public Works Department
Page 97
2. [AB2020-081](#) Presentation regarding food recovery system
Page 98

Committee Discussion and Recommendation to Council

1. [AB2020-092](#) Ordinance amending Whatcom County Code (WCC) 2.150, Whatcom County Veterans' Advisory Board, and WCC 2.152, Veterans' Assistance Program
Pages 99 - 106

Other Business

Adjournment

SPECIAL HEALTH BOARD

2:15 p.m. Tuesday, March 10, 2020

Conference Room, 311 Grand Avenue

Call To Order

Roll Call

Special Presentation

1. [AB2020-116](#) Update on novel coronavirus (COVID-19)
Page 107

Other Business

Adjournment

CRIMINAL JUSTICE AND PUBLIC SAFETY COMMITTEE

Members: Barry Buchanan, Tyler Byrd, Carol Frazey

3:00 p.m. Tuesday, March 10, 2020

(PLEASE NOTE: MEETING MAY BEGIN EARLIER/LATER THAN 3 P.M.)

Council Chambers, 311 Grand Avenue

Call To Order

Roll Call

Special Order of Business

1. [AB2020-115](#) Update on the Public Health, Safety, and Justice Facility Needs Assessment
Page 108

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING

7 p.m. Tuesday, March 10, 2020

Council Chambers, 311 Grand Avenue

CALL TO ORDER

ROLL CALL

FLAG SALUTE

ANNOUNCEMENTS

If you will be handing out paperwork to councilmembers, please give one copy to the clerk for our office files. Thank you.

MINUTES CONSENT

1. [MIN2020-035](#) Water Work Session for February 18, 2020
Pages 109 - 113
2. [MIN2020-036](#) Regular County Council for February 25, 2020
Pages 114 - 121

OPEN SESSION (20 MINUTES)

During open session, audience members can speak to the council on any issue not scheduled for public hearing. Each speaker should state his or her 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. [AB2020-105](#) Request authorization for the County Executive to enter into a contract between Whatcom County and Snohomish County to utilize State Homeland Security Program (SHSP) funding to sustain and enhance Division of Emergency Management programs, in the amount of \$87,923
Pages 25 - 69
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Pages 88 - 96

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. [AB2020-109](#) Request authorization for the County Executive to enter into an interlocal contract amendment between Whatcom County and Whatcom Conservation District to provide Lake Whatcom Homeowner Incentive Program assistance, in the amount of \$100,000 for a total amended interlocal contract amendment amount of \$316,000
Pages 5 - 13
2. [AB2020-112](#) Request for authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and the City of Ferndale for the Stormwater Education and Outreach Project
Pages 14 - 24

(From Council Public Works and Health Committee)

3. [AB2020-092](#) Ordinance amending Whatcom County Code (WCC) 2.150, Whatcom County Veterans' Advisory Board, and WCC 2.152, Veterans' Assistance Program
Pages 99 - 106

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Per Whatcom County Code 2.03.070(B), the council must confirm or reject executive appointments within 30 days of submission to the council. County code deems the appointee confirmed if council does not take action within this time.

1. [AB2020-104](#) Request confirmation of Executive's appointment of Robin Thomas to the Bicycle Pedestrian Advisory Committee
Pages 122 - 125
2. [AB2020-122](#) Request confirmation of the Executive's appointment of Pam Sheppard to the Point Roberts Community Advisory Committee
Pages 126 - 130

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. [AB2020-091](#) Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts
Pages 131 - 135
2. [AB2020-093](#) Ordinance amending Whatcom County Code 1.32, Public Records, to delete provisions related to exhaustion of administrative remedies
Pages 136 - 141
3. [AB2020-118](#) Ordinance amending the 2020 Whatcom County Budget, request no. 6, in the amount of \$339,615
Pages 142 - 158
4. [AB2020-119](#) Ordinance establishing the Swift Creek Capital Projects Fund and establishing a project based budget for Swift Creek Capital Projects
Pages 159 - 164
5. [AB2020-120](#) Ordinance authorizing an interfund loan to finance cash flow for the Swift Creek Capital Projects Fund
Pages 165 - 167
6. [AB2020-121](#) Resolution and Public Hearing regarding support for a Community Development Block Grant funding application and review of current CDBG funding opportunities
Pages 168 - 176

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: **AB2020-108**

File ID:	AB2020-108	Version:	1	Status:	Agenda Ready
File Created:	02/25/2020	Entered by:	RKlein@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Natural Resources Committee	Final Action:			
Agenda Date:	03/10/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Update from Whatcom County Public Works staff on 2020-2024 Lake Whatcom Management Program Work Plan Public comments received

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County Public Works staff will provide a summary of public comments received through March 2, 2020 with staff response on the draft 2020-2024 Lake Whatcom Management Program Work Plan. Staff will be available to answer questions and receive feedback on the draft work plan. Lake Whatcom Management Program partners will work together to finalize the plan, which will be presented for approval at the Annual Lake Whatcom Management Program Joint Councils and Commission meeting on March 25, 2020

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-111**

File ID:	AB2020-111	Version:	1	Status:	Agenda Ready
File Created:	02/25/2020	Entered by:	RKlein@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Discussion		
Assigned to:	Council Natural Resources Committee	Final Action:			
Agenda Date:	03/10/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion of efforts to improve the WRIA 1 Planning Unit caucus processes

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works staff will provide an update on efforts by the WRIA 1 Planning Unit to improve caucus processes and a summary of council actions to date regarding the Planning Unit. The administration will also seek input from the Council on ways to improve the Planning Unit-Council relationship

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-103

File ID:	AB2020-103	Version:	1	Status:	Agenda Ready
File Created:	02/20/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:		File Type:	Presentation		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	03/10/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Presentation from Heather Powell regarding Boys and Girls Club and child care operations

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Click here to enter text. (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-113

File ID:	AB2020-113	Version:	1	Status:	Agenda Ready
File Created:	02/26/2020	Entered by:	SKorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

Primary Contact Email: BBennett@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Report from Whatcom County's Finance Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Finance Manager Brad Bennett will present his quarterly report

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-109

File ID:	AB2020-109	Version:	1	Status:	Agenda Ready
File Created:	02/25/2020	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal contract amendment between Whatcom County and Whatcom Conservation District to provide Lake Whatcom Homeowner Incentive Program assistance, in the amount of \$100,000 for a total amended interlocal contract amendment amount of \$316,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Proposed Interlocal Agreement Amendment

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



STORMWATER
322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive and
The Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Kraig Olason, Stormwater Program Manager *KO*
Ingrid Enschede, Program Specialist *IE*

DATE: January 27, 2020

RE: Amendment to 2019 Interlocal Agreement between Whatcom County and
the Whatcom Conservation District for Lake Whatcom Homeowner
Incentive Program Assistance

Requested Action

Enclosed are two (2) originals of Amendment No. 1 to the 2019 interlocal agreement between Whatcom County and the Whatcom Conservation District (District) for your review and signature. This agreement is for technical assistance and implementation support for the Lake Whatcom Homeowner Incentive Program (HIP).

Background and Purpose

HIP is a joint City of Bellingham and Whatcom County non-regulatory program that provides technical assistance and financial incentives to homeowners who voluntarily install stormwater best management practices (BMP) that reduce phosphorus loading from their property to Lake Whatcom. The District is providing technical assistance to homeowners participating in HIP to facilitate design and installation of BMPs. In addition, the District provides program support as needed for critical areas assessment, database management, outreach, and other program-specific administrative tasks.

This amendment adds additional budget to extend the existing scope of work through the end of 2020, the end of the budget cycle.

Funding Amount and Source

The total cost of this agreement is \$316,883 and is included in the 2020 Stormwater Budget (cost center 123211). Whatcom County and the City of Bellingham have an interlocal agreement (contract #201909004) to fund HIP wherein Whatcom County provides the first \$100,000 in funding each year and the City of Bellingham reimburses Whatcom County for costs exceeding \$100,000.

Please contact Ingrid Enschede at extension 6229, 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:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Stormwater - 907620
Contract or Grant Administrator:	Ingrid Enschede, Program Specialist
Contractor's / Agency Name:	Whatcom Conservation District
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201903001</u>	
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: <u>123211</u>	
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"/> 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>216,883</u> This Amendment Amount: \$ <u>100,000</u> Total Amended Amount: \$ <u>316,883</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: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: The Lake Whatcom Homeowner Incentive Program (HIP) provides technical assistance and cost share incentives for homeowners who voluntarily elect to install stormwater best management practices (BMPs) that reduce phosphorus runoff into Lake Whatcom for the purpose of meeting TMDL requirements. The Whatcom Conservation District will provide technical assistance to homeowners implementing HIP projects in the Lake Whatcom watershed and program implementation assistance through this agreement.	
Term of Contract: 22 months Expiration Date: December 31, 2020	

Contract Routing:	1. Prepared by: <u>Ingrid Enschede</u> Date: <u>1/24/2020</u> 2. Attorney signoff: <u>Christopher Quinn</u> Date: <u>1/29/2020</u> 3. AS Finance reviewed: <u>M Caldwell</u> Date: <u>1/28/2020</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: _____
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**AMENDMENT No. 1
TO
2019 INTERLOCAL AGREEMENT
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT
LAKE WHATCOM HOMEOWNER INCENTIVE PROGRAM ASSISTANCE**

WHEREAS, an interlocal agreement (Whatcom County Contract No. 201903001) was entered into between Whatcom County (County) and the Whatcom Conservation District (District) on March 13, 2019 for the purpose of providing continued assistance for the Lake Whatcom Homeowner Incentive Program (HIP); and,

WHEREAS, the County and the City of Bellingham (City) entered into an interlocal agreement in September 2019 (Whatcom County Contract No. 201909004) replacing their 2017-2019 agreement (Whatcom County Contract No. 201611031) and defining each jurisdiction's responsibilities in the funding and implementation of a joint HIP through the end of the current budget cycle, December 31, 2020; and,

WHEREAS, the County and City are requesting continued District assistance providing technical assistance to homeowners participating in HIP and program implementation support through December 31, 2020; and,

WHEREAS, the City will reimburse the County for expenses related to the management and administration of the HIP above the County's annual contribution according to the terms of the interlocal agreement; and,

NOW, THEREFORE, the COUNTY and the DISTRICT agree as follows: ,

1. **TERM.** That Section VI (Term) of Whatcom County Contract No. 201903001 is amended to provide as follows:

VI. Term (Amended):

This AGREEMENT shall be effective for services performed from the date of signature through December 31, 2020.

2. **COMPENSATION.** That the Compensation Schedule under Whatcom County Contract No. 201903001 shall be modified as provided for in Exhibit B-1:

As consideration for the services provided by the District, the County agrees to compensate the Contractor for services rendered at an amended sum not to exceed **\$316,883** at the rates set forth in Exhibit B-1, Amended Budget, attached hereto. Exhibit B-1 will replace Exhibit B from the original contract. This figure includes all costs incidental to and necessary for carrying out the scopes of work as presented in Exhibit A. The sum shall be paid for expenses accrued as invoiced monthly by the District. Payment is contingent and based on successful progress in performance of the scope of work as determined by the County.

3. **INSURANCE.** That Exhibit C-1 (Evidence of Insurance) shall replace Exhibit C as proof of required insurance under Whatcom County Contract No. 201903001

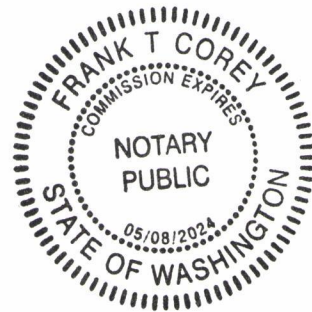
FURTHER, that this Amendment No. 1 shall be made part of the original interlocal agreement by and between the County and the District. Unless specifically stated herein, all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement this 4th day of February, 2020.

WHATCOM CONSERVATION DISTRICT

By Heather Christianson
Heather Christianson, Chair
Date 2/4/20

Approved as to form:
[Signature]
George J. Boggs,
Whatcom Conservation District Attorney



STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 4 day of February, 2020, before me personally appeared Heather Christianson to me known to be the Chairman of the Whatcom Conservation District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at: Lynden, WA

My commission expires 05/08/2024

WHATCOM COUNTY

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date _____

Recommended for Approval:

Approved as to form:

[Signature]
Jon Hutchings
Public Works Director
2/25/20
Date

[Signature]
Christopher Quinn
Deputy Prosecuting Attorney – Civil Division
2/27/2020
Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 25th day of February, 2020, before me personally appeared SATPAL SINGH SIDU 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.

[Signature]
Stephanie Lynne Draper

NOTARY PUBLIC in and for the State of Washington,

residing at: Blaine, WA

My commission expires 08/18/21



**EXHIBIT B-1 – AMENDED BUDGET
Lake Whatcom Homeowner Incentive Program Assistance**

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the amended project budget (Exhibit B-1). The total budget is not to exceed **\$316,883, which includes the original \$216,883 plus the amended amount of \$100,000**. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and supply charges shall be reimbursed at actual cost. Expense reimbursement requests must be accompanied by copies of paid invoices. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Item	Original	Amended	Original Total	Amend. 1 Additional Budget	New Total
Personnel	Maximum composite Rate*	Maximum composite Rate*			
Administration	\$ 46.16/hr	\$ 46.93/hr			
Manager	\$ 74.68/hr	\$ 75.40/hr			
Resource Specialist	\$ 51.89/hr	\$ 53.36/hr			
HIP Coordinator	\$ 44.13/hr	\$ 47.86/hr			
GIS Technician	\$ 54.10/hr	\$ 56.00/hr			
Outreach Coordinator	\$ 54.57/hr	\$ 57.49/hr			
Outreach Technician	\$ 24.27/hr	\$ 27.12/hr			
Farm Plan Coordinator	\$ 42.67/hr	\$ 45.21/hr			
Farm Planner	\$ 39.82/hr	\$ 45.20/hr			
Habitat Coordinator	\$ 64.65/hr	\$ 64.83/hr			
Wetlands Specialist	\$ 56.20/hr	\$ 55.92/hr			
Habitat Technician	\$ 53.31/hr	\$ 53.36/hr			
Outreach Assistant	\$ 20.13/hr	\$ 20.16/hr			
Science Coordinator	\$ 65.31/hr	\$ 64.88/hr			
Data Coordinator	\$ 48.10/hr	\$ 48.39/hr			
Research Technician	\$ 44.13/hr	\$ 57.49/hr			
Subtotal salaries/benefits			\$ 162,147	\$ 80,000	\$ 242,147
Overhead (25% of salaries/benefits)			\$ 40,537	\$ 20,000	\$ 60,537
Total Personnel			\$ 202,683	\$ 100,000	\$ 302,683
Supplies/Postage/Rentals	Actual costs		\$ 8,000		\$ 8,000
Training	Actual costs		\$ 1,000		\$ 1,000
Mileage	Actual costs		5,200		5,200
Other (contract specific)					0
Totals			216,883	100,000	316,883

*WCD staff listed may work on any task, not to exceed \$302,683 for salaries/benefits and overhead.

EXHIBIT C-1 – AMENDED INSURANCE
Lake Whatcom Homeowner Incentive Program Assistance

Enduris
EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Whatcom Conservation District
 6975 Hannegan Rd
 Lynden, WA 98264

MEMORANDUM#: 2020-00-271

EFFECTIVE: September 1, 2019 through August 31, 2020

This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:

Whatcom County
 322 N. Commercial St. #120
 Bellingham, WA 98225

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY		
Professional Liability	\$1,000,000	\$1,000,000
Personal Liability	\$1,000,000	\$1,000,000
Products – Complete Operation	\$1,000,000	\$1,000,000
AUTO LIABILITY		
Combined Single Limit; Hired and Non-Owned; Temporary Substitute	\$1,000,000	\$1,000,000
	\$1,000,000	\$1,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY		
Per Occurrence Aggregate	N/A	N/A
	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
Property	N/A	N/A
Mobile Equipment	N/A	N/A
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A

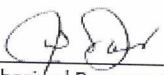
CANCELLATION:

Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.

MEMO:

Evidence of Member Coverage to contracted party

Reference: 2019 Lake Whatcom Homeowner Incentive Program Assistance, Contract No. 201909004



 Authorized Representative
 January 23, 2020



Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases. As long as the contract between an Enduris member and a third party qualifies as a "member contract" and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district's indemnity obligation should also be covered.

Enduris Washington's memorandum of coverage (MOC) contains the definition of a "member contract" as follows:

SECTION IV – DEFINITIONS

[...]

M. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
2. The agreement was entered into prior to the damage for which a claim is made.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member's routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.

Reliability in a Risky World

1610 S. Technology Blvd., Suite 100 | Spokane WA 99224 | T: 800-462-8418 |
www.enduris.us



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-112

File ID:	AB2020-112	Version:	1	Status:	Agenda Ready
File Created:	02/25/2020	Entered by:	BBushaw@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request for authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and the City of Ferndale for the Stormwater Education and Outreach Project

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attached Memo

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Interlocal Agreement

Jon Hutchings
Director



STORMWATER
322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive
The Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Kraig Olason, Stormwater Program Manager *KO*
Cathy Craver, Senior Planner

DATE: February 26, 2020

RE: Interlocal Agreement with the City of Ferndale for the Stormwater Education and Outreach Project

REQUESTED ACTION

Please find attached for signature two (2) originals of an Interlocal Agreement between Whatcom County and the City of Ferndale to coordinate on the Stormwater Education and Outreach Project.

BACKGROUND AND PURPOSE

The purpose of this project is to assess the understanding and awareness of stormwater pollution and impacts from various target audiences per requirements of the Western Washington Phase II Municipal Stormwater. The project includes convening up to six focus groups to discuss the stormwater-related topics for evaluation.

On February 3, 2020, the Ferndale City Council gave authorization to enter into an Interlocal Agreement with Whatcom County to participate in the project through partial funding, with the scope including two of the six focus groups to include City of Ferndale residents and business owners. The findings of the project will provide the City of Ferndale and Whatcom County recommendations on how to inform current and future education and outreach efforts.

FUNDING AMOUNT AND SOURCE

A contract with Veda Environmental for the project will proceed to the County Executive after authorization of the Interlocal Agreement. The contract will be in the amount of \$18,410 and funded through the NPDES budget (10860). The Interlocal Agreement will authorize the City of Ferndale to contribute one-third of the contract cost; not to exceed \$6,137.

Veda Environmental was chosen through a competitive selection process (RFP 19-21).

Please contact Cathy Craver at extension 6299, 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:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Stormwater Division-950510
Contract or Grant Administrator:	Cathy Craver
Contractor's / Agency Name:	City of Ferndale
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"/> Contract work is for less than \$100,000.	
<input type="checkbox"/> Contract work is for less than 120 days.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>n/a</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, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
Summary of Scope:	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.
Enter into an Interlocal Agreement with City of Ferndale to participate in the Stormwater Education and Outreach Project. Ferndale will be responsible for 1/3 of the contract amount of \$18,410 (not to exceed \$6,137). Contract to follow for Executive Approval after authorization of the Interlocal Agreement.	
Term of Contract:	Expiration Date: December 31, 2020

Contract Routing:	1. Prepared by: Cathy Craver	Date: 02/07/2020
	2. Attorney signoff: Christopher Quinn	Date: 2/11/2020
	3. AS Finance reviewed: bbenett	Date: 2/25/2020
	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: _____

**2020-2021 INTERLOCAL AGREEMENT
CITY OF FERNDALE – WHATCOM COUNTY**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the City of Ferndale (the "City"), 2095 Main Street, Ferndale, WA 98248, and Whatcom County (the "County"), County Courthouse, 311 Grand Avenue, Bellingham, WA 98225 pursuant to the Washington Interlocal Cooperation Act Chapter 39.34 Revised Code of Washington.

RECITALS

WHEREAS, the City and County are permittees of the 2019-2024 Western Washington Phase II Municipal Stormwater Permit (the "Permit"); and

WHEREAS, the City and County are required to build general awareness about methods to address and reduce impacts from stormwater runoff, and effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts per section S5.C.2 of the Permit; and

WHEREAS, the County retained VEDA Environmental Consulting through the Whatcom County Request for Proposal "RFP" process to provide services of developing a strategy for addressing stormwater impacts through focus groups and data analysis to inform future outreach campaigns; and

WHEREAS, the parties desire to enter into this agreement to partner on education and outreach efforts to achieve the Permit requirements under S5.C.2.

NOW THEREFORE, the City and the County agree as follows:

TERMS AND CONDITIONS

1. **Purpose**. The purpose of this Agreement is to set the terms whereby the City and the County will work cooperatively to participate in the Stormwater Focus Group Study.

2. **Administration**. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. As a recipient of City funds, the County shall, as a condition of this Agreement, comply with all requirements for administration of the program as outlined in Exhibit "A".

3. **County Responsibilities**.

3.1 The County, and/or its subcontractors and agents, will perform work necessary to meet the tasks outlined in Exhibit "A", Scope of Work

3.2 The County will ensure that the City is in full agreement with all decisions regarding Exhibit "A", Scope of Work, and the provisions of the consultant contract.

3.3 The County will provide funding for the Stormwater Education and Outreach Project, and will seek reimbursement from the City for one-third of the total project cost, not to exceed \$6,137.00. (Total contract: \$18,410.00)

4. **City Responsibilities.** The City will partially fund the project through direct reimbursement to the County for one-third of the total project cost, not to exceed \$6,137.00. (Total contract: \$18,410.00)

5. **Payment.** The request for reimbursement from the County to the City will occur upon completion of the project.

6. **Term.** This Agreement shall be effective for services performed from the approval date of this Agreement through December 31, 2020. It may be terminated by either party upon the giving of 30 days' written notice to the other, at which time any remaining financial obligations for services rendered shall be paid in full according to the provisions of **Section 5. Payment**, above. Immediately upon receipt of a termination notice, the County shall cease incurring or authorizing additional expenditures pursuant to this Agreement.

7. **Responsible Persons.** The persons responsible for administration of this Agreement shall be the Whatcom County Public Works Director and the City of Ferndale Public Works Director or their respective designees.

Paul Knippel
Stormwater Manager
City of Ferndale Public Works
2095 Main Street
Ferndale, WA. 98248
Phone:(360) 685-2357

Cathy Craver
Senior Planner, Stormwater Division
Whatcom County Public Works
322 N. Commercial St., Suite 224
Bellingham, WA 98225
Phone: (360) 778-6210

The City contact and telephone number for billing/invoice questions is Paul Knippel, Stormwater Manager, (360) 685-2357

The County contact and telephone number for billing/invoice questions is Randy Rydel, Public Works Administration, (360) 778-6217.

8. **Treatment of Assets and Property.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement, except that the documentary products of the Stormwater Focus Group Study shall be deemed the property of both of the parties to this Agreement.

9. **Future Acts.** This Agreement may be amended to address further actions, following an evaluation of the specific management options to be developed during the Project.

10. **Liability.** The City agrees to defend and indemnify the County from any claims, damages or liabilities arising out of the City's negligent acts or omissions. Likewise, the County agrees to defend and indemnify the City from any claims, damages or liabilities arising out of the County's negligent acts or omissions.

11. **Subcontracting.** The County shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The County shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof.

12. **Rights in Data.** All documents, maps, and other materials of whatever kind prepared by the County or its agents pursuant to this Agreement shall be deemed property of both the City and the County upon completion of the Project or termination of this Agreement.

13. **Modifications.** The terms of this Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

14. **Applicable Law.** In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising from this Agreement shall be in the Superior Court of the State of Washington in and for Whatcom County.

15. **Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

16. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. 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.

17. **Recordation.** Upon execution of this Agreement, the County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 20____.

CITY OF FERNDALE

WHATCOM COUNTY

By _____
Greg Hansen, Mayor

By _____
Satpal Singh Sidhu, County Executive

Approved as to form:

Approved as to form:

Dannon Traxler, Ferndale City Attorney



Christopher Quinn
Whatcom County Senior Civil Deputy
Prosecuting Attorney

Kevin Renz, Director of Public Works



Jon Hutchings, Director of Public Works

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared, to me GREG HANSEN known to be the Mayor of CITY OF FERNDAL, 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: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, 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.

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

EXHIBIT A – SCOPE OF WORK

Stormwater Education and Outreach Project

Task 1: Design and plan six (6) focus groups

Subtask Description:

- Evaluate existing materials and studies to develop a proposed strategy and approach for conducting focus groups, including the total number needed. This strategy will follow community-based social marketing practices and will be tailored to reach urban and rural residents and business owners, two of the target audiences in S.5.C.2 of the NPDES Permit.
- Define specific goals/objectives of the focus groups and draft questions needed to achieve them. Example questions could include level of awareness regarding BMPs identified in Section S.5.C.2.a.ii of the NPDES permit, and general understanding of stormwater pollution.
- Recruit and invite focus group participants using appropriate methodologies and different strategies (such as social media, letters, phone calls). Potentially include a brief survey that enables for a representative sample of participants. Effort will be made to include a broad range of participants that accurately represent the diversity of people who live and work in Whatcom County.
- Develop a qualifying questionnaire for potential participants
- Identify appropriate incentives for participation
- Identify and book appropriate spaces for meetings
- Create appropriate facilitation materials (questionnaire, agendas etc.)

Assumptions:

- Whatcom County to provide existing materials and studies to inform development of focus group strategy
- Whatcom County staff to partner with Veda as needed for recruitment of/invitations to participants, including developing qualifying questionnaire. .
- Some aspects of this may be covered by Whatcom County; some facilities may be free. No facilities or snacks costs included in this estimate.
- The same agenda will be used for each focus group but to include minor changes to reflect location, date, and time differences.
- Incentives (purchasing and acquiring) not included in budget estimate.
- Whatcom Co. staff to assist with booking meeting space; meeting space not included in budget.
- Veda to provide facilitation materials as budget allows; Whatcom County to provide if Veda budget is exceeded.
- Whatcom County staff to consolidate comments on each draft deliverable and send to Veda in a single, tracked-changes document within three working days of receiving it.

Deliverables:

- Draft and final focus group strategy (not to exceed 3 pages)
 - a. Draft [March 24, 2020] Final [April 7, 2020]
- Draft and final focus group agenda, including goals, objectives, and questions
 - a. Draft [April 21, 2020] Final [May 5, 2020]
- Draft and final qualifying questionnaire (not to exceed 2 pages)
 - a. Draft [April 21, 2020] Final [May 5, 2020]

Task 2: Facilitate focus groups

Subtask Description:

- Prep for, facilitate and take notes for six focus groups of two hours duration each.

Assumptions:

- One Veda staff facilitates each focus group, one Veda staff takes notes (2 staff per meeting) for 6 meetings of 2.0 hrs each. PM: 7 hours per focus group (3 hrs prep*; 2 hours facilitation; 1 hr setup; 1 hr. breakdown). Notetaker: 4 hrs per meeting: (1 hr setup; 1 hr breakdown; 2 hrs notetaking)
- Whatcom County staff to consolidate comments on each draft deliverable and send to Veda in a single, tracked-changes document within three-five working days of receiving it.

*prep includes reviewing in detail annotated agenda/questions and fine-tuning and tweaking, as well as relevant details regarding participants.

Deliverables:

- Meeting materials and handouts.
 - [mid-May 2020]

Task 3: Follow-up

Subtask Description:

- Gather and analyze data received during focus groups
- Write summary report

Deliverables:

- Summary notes for each meeting (not to exceed 3 pages per meeting)
 - [No later than 7 days after each focus group]
- Draft and Final Summary Report that analyzes results of all focus groups and provides recommendations for future outreach development and social marketing campaigns (not to exceed 8 pages)
 - Draft [November 12th, 2020] Final [November 25th, 2020]

Assumptions:

- Whatcom County staff to return one consolidated set of edits to Veda within one week of receiving it.

Task 4: Ongoing communications with Whatcom County Project Manager

Subtask Description:

- Communicate with Whatcom Co Project Manager throughout project duration, and submit monthly progress reports.

Deliverables:

- Weekly check-ins [Every 7 days, date and time TBD]
- Monthly progress reports [To be submitted by the 7th day of the following month]
- Monthly invoices [To be submitted by the 7th day of the following month]

Stormwater Education and Outreach Project-2020

PROJECT TIMELINE

	Deliverable	February	March	April	May	June	July	August	September	October	November	December
Task 1: Design and plan six focus groups	Draft focus group strategy		Mar. 24									
	Final focus group strategy		Apr. 7									
	Draft focus group agenda		Apr. 21									
	Final focus group agenda		May 5									
	Draft qualifying questionnaire		Apr. 21									
	Final qualifying questionnaire		May 5									
Task 2: Facilitate focus	Focus Group #1				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #2				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #3				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #4				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #5				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #6				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
Task 4: Follow-up	Summary notes for each meeting #1				7 days after meeting							
	Summary notes for each meeting #2				7 days after meeting							
	Summary notes for each meeting #3				7 days after meeting							
	Summary notes for each meeting #4				7 days after meeting							
	Summary notes for each meeting #5				7 days after meeting							
	Summary notes for each meeting #6				7 days after meeting							
	Draft Report				7 days after meeting							
Final Report											Nov. 12 Nov. 25	
Task 4: Ongoing Communications w/ Whatcom County												
	Weekly Check-ins											
	Monthly Progress Report											
	Invoicing			Apr. 7 Apr. 8	May 7 May 8	tbd tbd	tbd tbd	tbd tbd	tbd tbd	tbd tbd	tbd tbd	tbd tbd

EXHIBIT B – BUDGET

Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. **Compensation shall not exceed 18,410.00.** 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.

Budget Summary

Task	Principal-in-Charge \$175.00/hr	Project Manager \$95.00/hr	Project Support and Notetaker \$65.00/hr	Total Labor Cost
1	15	25	15	\$5,975.00
2	6	42	24	\$6,600.00
3	6	8	24	\$3,370.00
4	2	4	0	\$730.00
Total Labor	21	79	63	\$16,675.00
Materials (not to exceed) (flipcharts; markers; nametags; notepads; pens; misc. materials needed. Will be fine-tuned after a more detailed approach is developed).				\$600.00
Travel – Mileage (up to 200 miles to Drayton Harbor, Birch Bay, and other NPDES-permitted areas. Specific locations still TBD. @ .575/mile)				\$115.00
Travel Time (estimated travel to each focus group. Lower billable rate)				\$1,020.00
Total Amount				\$18,410.00

Contract amounts shall not exceed the total budget referenced (above). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-105

File ID:	AB2020-105	Version:	1	Status:	Agenda Ready
File Created:	02/24/2020	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:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Snohomish County to utilize State Homeland Security Program (SHSP) funding to sustain and enhance Division of Emergency Management programs, in the amount of \$87,923

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization for the County Executive to enter into a contract between Whatcom County and Snohomish County to utilize State Homeland Security Program (SHSP) funding to sustain and enhance Division of Emergency Management programs, in the amount of \$87,923

HISTORY OF LEGISLATIVE FILE



Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed 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>	Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Snohomish County
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: <u>3.06.010</u>	
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>E20-101 - Whatcom</u> CFDA#: <u>97.067</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: <u>1673520002</u>	
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 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>87,923.00</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, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
Summary of Scope:	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.
To build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation, by supporting core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery.	
Term of Contract: 22 months	Expiration Date: 06/30/2021

Contract Routing:	Date:
1. Prepared by: <u>FBurkhart</u>	02/21/2020
2. Attorney signoff: _____ 	Date: <u>2/24/2020</u>
3. AS Finance reviewed: _____ 	Date: <u>2/24/20</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: _____

**Snohomish County
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Whatcom County, c/o Sheriff's Office Division of Emergency Management 311 Grand Ave. Bellingham, WA 98225		2. Grant Agreement Amount: \$87,923	3. Grant Agreement Number: E20-101 - Whatcom
4. Subrecipient Contact(s) phone: John Gargett, 360-778-7160 Frances Burkhart, 360-778-7161		5. Grant Agreement Start Date: September 1, 2019	6. Grant Agreement End Date: June 30, 2021
7. County Contact(s) phone: Bill Ekse, 425-388-5061 Tammy Jones, 425-388-5072		8. Data Universal Numbering System (DUNS): 060044641	9. UBI # (state revenue): 313-014-461
10. Funding Authority: Snohomish County ("County"), Washington State Military Department (the "Department") and the U.S. Department of Homeland Security (DHS)			
11. Federal Funding Identification #: EMW-2019-SS-00044-S01	12. Federal Award Date: 08/8/2019	13. Assistance Listings # (formerly CFDA) # & Title: 97.067 - 19HSGP (SHSP)	
14. Total Federal Award Amount: \$15,581,281		15. Program Index # & OBJ/SUB-OBJ: Local: 793SL, 793SB, 793SQ, 793SC, 793SH, 793SZ / NZ	
16. Service Districts: BY LEGISLATIVE DISTRICTS: 38-44 BY CONGRESSIONAL DISTRICTS: 2		17. Service Area by County(ies): Whatcom	18. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
19. 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 _____		20. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input checked="" type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
21. 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		22. Subrecipient Type (check all that apply) <input 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	
23. PURPOSE & DESCRIPTION: The purpose of the Federal Fiscal Year (FFY) 2019 Homeland Security Grant Program (19HSGP) is to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 19HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. 19HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Department and the County are the Recipient and Pass-through Entity of the 19HSGP DHS Award Letter for Grant No. EMW-2019-SS-00044-S01, which is incorporated in and attached hereto as Attachment 1 and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the County for use of Federal award funds provided under this Agreement. The Subrecipient's Work Plan, Timeline, and Budget for the subaward are detailed in Attachment 2.			
IN WITNESS WHEREOF, the County 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 (Exhibit A); General Terms and Conditions (Exhibit B); Attachments 1 and 2; and all other documents, exhibits 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 2. DHS/FEMA Award and program documents 3. Work Plan, Timeline, and Budget 4. Special Terms and Conditions 5. General Terms and Conditions, and, 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 COUNTY: _____ Signature Date Jason Biermann, Director Snohomish County Department of Emergency Management			
FOR THE SUBRECIPIENT: _____ Signature Date Satpal Singh Sidhu, Whatcom County Executive 02/21/20			
APPROVED TO FORM: Rebecca Guadamud 2/19/20			
Applicant's Legal Review (if applicable) _____ Date 02/24/2020			

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.

COUNTY		SUBRECIPIENT	
Name	Jason Biermann	Name	John Gargett
Title	Director, Snohomish Co. EM	Title	Deputy Director, Emergency Mgmt.
E-Mail	jason.biermann@co.snohomish.wa.us	E-Mail	jgargett@co.whatcom.wa.us
Phone	425-388-5068	Phone	360-778-7160
Name	Tammy Jones	Name	Frances Burkhart
Title	Region 1 Coordinator	Title	Emergency Mgmt. Program Specialist
E-Mail	tammy.jones@co.snohomish.wa.us	E-Mail	fburkhar@co.whatcom.wa.us
Phone	425-388-5072	Phone	360-778-7161
Name	Bill Ekse	Name	Bill Elfo
Title	Region 1 / UASI Coordinator	Title	Sheriff, Director Emergency Mgmt.
E-Mail	bill.ekse@co.snohomish.wa.us	E-Mail	belfo@co.whatcom.wa.us
Phone	425-388-5061	Phone	360-778-6600

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 19HSGP 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 2019 Homeland Security Grant Program (HSGP)" document, the FEMA Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMW-2019-SS-00044-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 1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the County, 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 County.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 19HSGP 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 19HSGP 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 19HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO)

Fiscal Year 2019 Homeland Security Grant Program (HSGP) document, the FEMA Preparedness Grants Manual document, the DHS Award Letter for Grant No. EMW-2019-SS-00044-S01 2019-SS-00044-S01 in Attachment 1, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the County for ensuring that all 19HSGP federal award funds provided to its subrecipients 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 1 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 2), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs 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 County and/or Department. 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 County and/or 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 County's 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 prior written approval by County's Key Personnel and/or the Department.
- e. Copies of receipts and/or backup documentation for any approved items that are authorized under this Agreement must be included with the Subrecipient reimbursement requests. Originals are to be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the County, the Department, and federal, state, or local auditors.
- f. The Subrecipient will submit reimbursement requests to the County by submitting a properly completed Invoice Form and Reimbursement Spreadsheet (in the format provided by the County) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to the County's Key Personnel no later than the due dates listed within the Timeline (Attachment 2), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the County. If the reimbursement request isn't substantial enough, the Subrecipient should request written approval from County's Key Personnel to waive the due date in the Timeline (Attachment 2) and once approved submit those costs on the next scheduled reimbursement due date contained in the Timeline (Attachment 2).

- g. The Subrecipient must request **prior** written approval from County Key Personnel to waive or extend a due date in the Timeline (Attachment 2) 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 County Key Personnel sufficiently in advance of the due date to provide adequate time for County review and consideration and may be granted or denied within the County'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 County within 30 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the County.
- 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 [Attachment 2]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the County 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 among project budgets, as identified in the Work Plan and Budget (Attachment 2), to exceed 10% of the Grant Agreement Amount. Any adjustments to project totals other than in compliance with this paragraph will not be reimbursed.
- 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 the 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 2) activities in the format provided by the County.
- b. With the final reimbursement request, the Subrecipient shall submit to the County Key Personnel a final report describing all completed activities under this Agreement.
- c. 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 County the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>; which is incorporated by reference and made a part of this Agreement.
- d. SHSP Subrecipients shall participate in the State's Stakeholder Preparedness Review (SPR), the State's 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 County.
- 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 County and/or 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 19HSGP 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 HSGP, the Subrecipient must contact the County and/or Department for assistance in seeking DHS/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. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from Health and Human Services (HHS) for this purpose and with existing Metropolitan Medical Response System (MMRS) committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 19HSGP. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.
- f. 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 of federal award funds 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/media-library/assets/documents/85376> 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 project 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 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 may 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, Exhibit B, A.10.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the County 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 County and Department will monitor the activities of the Subrecipient from award to closeout. The goal of 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 County the "2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this 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 and Budget (Attachment 2), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations; and
 - 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)

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 2019 federal preparedness funding, to include 19HSGP, 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/document/130743>.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachment 2), as approved by the County and/or Department, and in compliance with this Agreement.
 - a. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities that support terrorism preparedness.
2. The Budget (Attachment 2) may include the following caps and thresholds:
 - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed 5% but may be less. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for M&A costs under this Agreement is identified in the Budget (Attachment 2).
 - b. At least 25% of the SHSP allocated must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. If the Subrecipient anticipates spending less than the indicated amount, the County must be notified, and a budget amendment is required.
 - c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. The Subrecipient may request additional spending for personnel costs (if available within the Region), however additional approval steps are required before the personnel percentage can be increased, and an amendment is required.
3. 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.
4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the County and/or the Department before attending the training. The County 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. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

5. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.
6. Subrecipients may be asked to provide reports and/or assist with the completion of reports required by the HSGP federal award, including, but not limited to, the Stakeholder Preparedness Review (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 19HSGP program funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 19HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2019-SS-00044-S01, which are incorporated in and made a part of this Agreement as Attachment 1.

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. **"County"** means Snohomish County, a political sub-division of the State of Washington, or any of the officers or other officials lawfully representing the County. The County is a recipient of a federal award indirectly from a federal awarding agency and is a pass-through entity making a subaward to a subrecipient under this Agreement.
- d. **"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 County. However, the definition of "Subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- 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.
- f. **"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 County shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the County in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the County 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 County and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

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 County 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 COUNTY POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the County 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 County 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 County; 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 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 County, 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 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).
- b. The County 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 County 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 County for any purpose not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the County 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 County, 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 County, 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 County, 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 County or Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the County, 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 County'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.

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 County 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 County 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 workplace 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 County 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 County, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The County 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 County, 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 County prior to issuance all advertising and publicity matters relating to this Agreement wherein the County's name is mentioned, or language used from which the connection of the County's name may, in the County'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 County. 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 County 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 County is required to institute legal proceedings to enforce the recapture provision, the County 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 County, 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 County 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 County 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 County, 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 County's requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The County and/or 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 County at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Snohomish County – Dept. of Emergency Management
Attn: HLS Regional Coordinator
720 80th Street SW, Building A
Everett, WA 98203-6217**

The Subrecipient must send a completed "2 CFR Part 200 Subpart F Audit Certification Form" (<https://www.mil.wa.gov/emergency-management-division/grants/requiredgrantforms>) to the County at

the address listed above before this Agreement is executed and timely submit annual updates to the County every year thereafter, and if the Subrecipient is claiming it is exempt from the audit requirements of 2 CFR Part 200 Subpart F include an explanation of the criteria for exemption.

The County 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 County'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 County in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the County 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.

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 County 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 County, 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 County 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 County 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 County, 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 County has the right to immediately suspend or terminate this Agreement in whole or in part.

The County may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The County is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the County'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 County. If the County allows the Subrecipient an opportunity to cure, the County 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 County, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated in whole or in part.

The County 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 County 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 County 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 County 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 County may require the Subrecipient to deliver to the County 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 County 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 County prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the County 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 County, (iii) other work, services and/or equipment or supplies which are accepted by the County, 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 County shall determine the extent of the liability of the County. The County shall have no other obligation to the Subrecipient for termination. The County may withhold from any amounts due the Subrecipient such sum as the County determines to be necessary to protect the County against potential loss or liability.

The rights and remedies of the County 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 County 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 County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the County 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 County to the extent the County may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the County and deliver in the manner, at the times, and to the extent directed by the County any property which, if the Agreement had been completed, would have been required to be furnished to the County;
- f. Complete performance of such part of the work as shall not have been terminated by the County in compliance with all contractual requirements; and

- g. Take such action as may be necessary, or as the County 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 County 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 Snohomish 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 County in writing. The County'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.

**FFY19 HSGP Award Documents
EMW-2019-SS-00044-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. EMW-2019-SS-00044

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2019 Homeland Security Grant Program has been approved in the amount of \$15,581,281.00. You are not required to match this award with any amount of non-Federal funds.

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 2019 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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.

BRIDGET ELLEN BEAN GPD Assistant Administrator



AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:
PROGRAM:
AGREEMENT NUMBER:

Washington Military Department
Homeland Security Grant Program
EMW-2019-SS-00044-SD1

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Article I - Summary Description of Award

The purpose of the FY 2019 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$7,000,000, Urban Area Security Initiative (UASI) funding in the amount of \$6,000,000, and Operation Stonegarden (OPSG) funding in the amount of \$2,581,281. The following counties shall receive Operation Stonegarden subawards for the following amounts: Clallam, \$450,000; Colville, \$55,393; Ferry, \$125,000; Island, \$203,386; Jamestown S'Klallam, \$75,000; Makah, \$72,018; Nooksack, \$105,262; Okanogan, \$245,000; Pend Oreille, \$150,232; Quileute, \$75,000; San Juan, \$160,750; Skagit, \$42,240; Spokane, \$150,250; Stevens, \$170,000; Swinomish, \$90,750; Whatcom, \$411,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - 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 III - 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 IV - 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 V - Assurances, Administrative Requirements, Cost Principles, Representation 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 VI - 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. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. 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>.

Article VII - 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 VIII - 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 IX - 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 X - 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 XI - 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 XII - 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 XIII - 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 XIV - 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 XV - 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 XVI - 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 XVII - 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 XVIII - 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 XIX - 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 XX - 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 XXI - 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 XXII - 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 XXIII - 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 XXIV - 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 XXV - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *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 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 - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires 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 XXVIII - 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 XXIX - 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 XXX - Notice of Funding Opportunity Requirements

All of 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 XXXI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq.* 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 XXXII - 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 XXXIII - 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 XXXIV - 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 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 - 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 XXXVII - 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 XXXVIII - Trafficking Victims Protection Act of 2000

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 XXXIX - Universal Identifier and System for 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 XL - 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), which amends 18 U.S.C. sections 175-175c.

Article XLI - 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 XLII - 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 XLIII - Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

BUDGET COST CATEGORIES

Personnel	\$844,918.46
Fringe Benefits	\$253,475.54
Travel	\$17,879.00
Equipment	\$0.00
Supplies	\$8,599.00
Contractual	\$14,267,430.00
Construction	\$0.00
Indirect Charges	\$188,979.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2019-SS-00044-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04625N2019T , WX04626N2019T , WX04629N2019T
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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
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9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 253-512-7472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askesid@dhs.gov
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11. EFFECTIVE DATE OF THIS ACTION 09/01/2019	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2019 To: 08/31/2022 Budget Period 09/01/2019 08/31/2022
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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-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97067	2019-FA-GG01-P410- 4101-D	\$0.00	\$7,000,000.00	\$7,000,000.00	See Totals
Homeland Security Grant Program	97067	2019-FA-GH01-P410- 4101-D	\$0.00	\$6,000,000.00	\$6,000,000.00	See Totals
Homeland Security Grant Program	97067	2019-FA-GG02-P410- 4101-D	\$0.00	\$2,581,281.00	\$2,581,281.00	See Totals
			\$0.00	\$15,581,281.00	\$15,581,281.00	\$0.00

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)

Homeland Security Grant Program 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) Gail Cram,	DATE Fri Aug 23 20:52:17 GMT 2019
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18. FEMA SIGNATORY OFFICIAL (Name and Title)  SHENAUZ SUBRINA WONG, Assistance Officer	DATE Thu Aug 08 15:42:17 GMT 2019
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19SHSP Investment and Regional Project

Investment Justification

Washington is comprised of 39 counties with geography including forests, mountains, islands, rainforests, rivers, lakes, and plains. The U.S. Bureau of Economic Analysis ranked Washington 13 of 50 states for gross domestic product in 2017; several world-class organizations headquarter their operations within the state. Washington has marine, aviation, rail, and road transportation infrastructure to support its position as a bustling trade center. Approximately half of Washington's 7.5 million population lives in the Seattle metropolitan area located along the Puget Sound. This area is the center of transportation, business, and industry and is the fastest growing region in the state. Over three-fourths of the state's population lives in densely settled urbanized areas. Understanding Washington's population is critical in order to mitigate vulnerabilities, respond to incidents, and effectively concentrate recovery efforts. Washington is subject to ten natural hazards and seven human-caused hazards. The THIRA focuses on eight of those risks: earthquake, tsunami, flood, biological [communicable disease], wildfire, radiological, cyber incident, and terrorism. Planning, training, and exercise efforts are being restructured to encompass the entire spectrum of catastrophic incidents within this context. Washington saw few significant changes in the 2018 Capabilities Assessment. The lowest rated capabilities were Situational Assessment, Mass Care Services, Economic Recovery, Health and Social Services, and Housing – all essential during a catastrophic incident. - The strongest capabilities lie in Public Information and Warning and the most opportunity lie in Situational Assessment. The 2018 SPR results confirmed the findings from prior years: Stakeholders at every level struggle to sustain emergency response capabilities with dwindling resources and are significantly challenged preparing for catastrophic disasters. Since the early 2000s, cumulative emergency management funding at the state and local levels has reduced significantly causing an increased dependence on federal grants to meet necessary emergency management requirements. As a result, many areas are in a sustainment mode when it comes to emergency management capability and capacity.

Regional Homeland Security

The State is divided into 9 Homeland Security Regions, made up of 39 counties, which differ in many respects including geography (from marine to desert), major industry (from large business to agricultural), and population (from dense urban settings to rural areas). Each Region develops projects to address their specific risks and hazards which sustain previously built capabilities or close identified gaps. While the communities may differ, emergency management priorities are similar across the state and most initiatives can be tied back to building regional capability to respond and recover, and be in "a state of readiness" through planning, training, equipping, or exercising, should a natural or human-caused catastrophic incident occur. As communicated in the 2017 and confirmed in the 2018 THIRA, Capabilities Estimation, & SPR, gaps have been identified in the following core capabilities. All jurisdictions have targeted efforts related to Operational Coordination. The foremost gaps are: 1) PLANNING: Plans lack horizontal and vertical integration and need adjusting to be scalable for use during a catastrophic incident. Recovery needs to be incorporated. 2) ORGANIZATION: Response and recovery to catastrophic incidents will require additional trained personnel to support either large-scale or long-term activations. 3) EQUIPMENT: There is a lack of integration and interoperability of tools to form a Common Operating Picture for all stakeholders. Additionally, equipment continues to age, with subsequent degradation occurring with routine usage, and there is a lack of funding to sustain and/or replace. Resiliency is still an evolving concept without a formalized statewide, whole community approach to focus efforts. While the State is introducing initiatives to combat that reality, local jurisdictions still struggle with gaps related to Community Resilience: 1) TRAINING: Individuals and businesses need to move from awareness to action. 2) EXERCISE: Communities are dependent on volunteers to exercise this capability and do not have the tools or expertise to engage stakeholders. Related to Resilience, jurisdictions recognize the need to communicate with all stakeholders and continue to expand the reach of their messaging. Initiatives are ongoing to address the identified Public Information and Warning gap related to 1) PLANNING: Plans do not fully address communicating with non-English speaking populations, immigrant groups, and individuals with disabilities.

Regional Hazards and Risks - Reasons for the Work

Terrorist targets include:

- Four major oil refineries that produce gas, diesel, and jet fuel. The refineries feed the 300-mile long Olympic Pipeline running from Blaine, WA, to Portland, OR. Additionally, Bakken crude trains run daily through populated urban areas.
- Naval Station Everett, which is the homeport for a number of Navy ships.
- Each county within Region 1 has terminals that are part of the Washington State Ferry system, which has been named by the FBI as the number one target for maritime terrorism in the United States.
- Major business (Boeing)
- Utility suppliers of water, power, gas, and electricity
- Agriculture – livestock and crops
- Soft target public gathering attractions including shopping malls, State, County, Local fairs, festivals, and parades, etc.
- Two international border entries: Whatcom and San Juan counties

Primary all-hazard risks include:

- Two volcanos: Glacier Peak, and Mount Baker
- Earthquakes, especially the South Whidbey Island Fault, which is capable of a 7.5 magnitude earthquake
- Landslide risks due to lahar or major flooding from rainfall
- Tsunami risk from large earthquakes

19SHSP Work Plan and Budget Whatcom County

Region-1 Homeland Security Project

Region 1 will continue initiatives built and sustained over past funding cycles. Efforts will focus on reducing the impact of a catastrophic incident, such as an earthquake or volcanic eruption; coordinating across all levels of government with the inclusion of private and Canadian partners as applicable; mitigating communications challenges; sustaining mass search and rescue capabilities; and support for special teams (i.e., SWAT, Bomb, Forensic, Aviation and Marine Units) through equipment, training, and exercises. Activities will include: 1) Mitigate risk from terrorist and all-hazard events via planning, training, exercise, and public education activities. 2) Upgrade current ECC/EOC capabilities by upgrading the regional equipment and technology. 3) Improve regional communications capability by purchasing equipment which will align with the Statewide Communication Interoperable Plan (SCIP) and will be coordinated with the Statewide Interoperability Coordinator (SWIC). The build-out of HamWAN is an important project for all five counties. 4) Sustain Mass Search & Rescue capabilities, and specialty teams: SWAT, Bomb, Forensic, Aviation and Marine units - through training, exercises, and equipment. 5) Mitigate challenges in Public Information and Warning with the purchase of services, equipment, and PIO training. 6) Mass Fatality planning, training, exercise, and equipment.

AGREEMENT AMOUNT \$87,923

AMOUNT
LETPA \$21,981.00
25% of the agreement total

PERSONNEL \$35,169.00
40% of the agreement total

BUDGET

	AMOUNT
SUBPROJECT #1	\$40,169.00
SUBPROJECT #2	\$4,000.00
SUBPROJECT #3	\$14,773.00
SUBPROJECT #4	\$6,000.00
SUBPROJECT #5	\$0.00
SUBPROJECT #6	\$0.00
SUBPROJECT #7	\$0.00
SUBPROJECT #8	\$21,981.00
SUBPROJECT #9	\$1,000.00
SUBPROJECT #10	\$0.00
M&A	\$0.00
SUBTOTAL	\$87,923.00
INDIRECT	\$0.00
TOTAL	\$87,923.00

SUBPROJECT #1 Planning & Sustainment

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Planning

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$35,169.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$40,169.00

WHY IS THE WORK NEEDED?

GAP identified

Due to lack of local funding the region does not have adequate planning, training, and exercise to properly prepare for an all-hazards or terrorism event. Without these grant funds the region would be unable to support this work.

CAPABILITY sustained or enhanced

This investment sustains the Planning capability by sustaining regional planning, training, and exercise for preparedness and terrorism related events.

ACTIVITIES TO BE PERFORMED

- Coordinate Region 1 Council meetings
- Participate in conferences and workshops with Regional partners
- Update plans and support Region-1 THIRA & SPR assessment activities
- Coordinate training and exercises
- Ensure compliance with NIMS
- Ensure overall program compliance

ASSOCIATED DELIVERABLES/OUTPUTS

- Regional planning efforts to include updated plans, to include Mass Fatality and Family Reunification plan
- Grant reporting and compliance reports
- Each county developing their own THIRA & SPR assessments
- Host and attend regional training and exercise related to all hazard threats and terrorism
- Host and attend ICS 300 & 400 courses

DESIRED OUTCOMES

Region 1 will be better prepared to respond to and recover from a terrorism or all hazards events because their coordinated efforts across the region will prioritize the most necessary preparedness, prevention, response and recovery work.

SUBPROJECT #2 Operational Coordination

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Operational Coordination

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00

WHY IS THE WORK NEEDED?

GAP identified

Region 1 does not have a Common Operating Picture (COP), which is inadequate in the following ways; lack of processes for coordination, lack of ability to share information between Emergency Operation Centers' (EOC), lack of feasible ways to update aging technology, and lack financial resources to provide training.

CAPABILITY sustained or enhanced

This investment enhances the Operational Coordination capability by investing in processes, equipment and training to improve operations when the EOC is needed.

ACTIVITIES TO BE PERFORMED

Work with Region 1 partners to;

- Write and update processes for coordination and communication
- Purchase replacements or upgrades to communication and common operating picture tools
- Conduct train and exercise with the equipment.
- Write, and conduct training and exercise plans to improve regional COP.
- Complete Cascadia 2022 Exercise

ASSOCIATED DELIVERABLES/OUTPUTS

- Upgraded EOC equipment
- Prepared personnel when the EOC is activated
- Functioning essential equipment for efficient response during an incident

DESIRED OUTCOMES

Region 1 will be better able to respond to a terrorism or all hazard events because of the improved COP and inter-agency support.

SUBPROJECT #3: Operational Communications

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Operational Communications

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$14,773.00	\$0.00	\$0.00	\$0.00	\$14,773.00

WHY IS THE WORK NEEDED?

GAP Identified

- Each county in Region 1 has radio communication gaps due to aging equipment and infrastructure, changes in technology and the inability to keep pace, and challenges due to mountainous terrain (i.e., Cascade Mountain range in portions of Skagit, Snohomish, and Whatcom counties)
- Additional communication challenges exist between counties due to the use of differing responder radio technologies.

CAPABILITY sustained or enhanced

This investment enhances the Operational Communications capability by purchasing equipment and services necessary to increasing communications in the region.

ACTIVITIES TO BE PERFORMED

- Purchase and install upgrades to communications equipment and software.
- Install WiFi and IT networking technologies
- Build-out HamWAN system within the region.
- Conduct testing of communications equipment and training.

ASSOCIATED DELIVERABLES/OUTPUTS

- Improved communications connectivity and reliability within Region 1
 - Expanded HAMWAN (amateur radio Wide Area Network) communications system to provide high-speed, low-cost, data and voice communication across the five counties of Region-1, which will connect the Emergency Management organizations in each County.

DESIRED OUTCOMES

Improved communications throughout Region 1, especially in the rural mountainous areas will ensure that all five county Department of Emergency Management organizations in Region-1, are connected and prepared to respond to a regional emerging incident.

SUBPROJECT #4 Community Resilience & LEP

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Community Resilience

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00

WHY IS THE WORK NEEDED?

GAP identified

- A large percentage of population is not prepared for a multi-day, all hazards threat or terrorism related incident.
- Current outreach efforts are not reaching all vulnerable populations, which includes limited English proficiency (LEP) residents
- Unable to adequately reach Region-1 residents, who are unaware of emergency preparedness, to prepare for an incident.

CAPABILITY sustained or enhanced

This investment enhances the Community Resilience capability by conducting community outreach to reach the general community, and vulnerable populations.

ACTIVITIES TO BE PERFORMED

- Participate in community meetings/events/fairs, programs such as CERT Training and Map Your Neighborhood, and outreach efforts to schools and other groups.
- Translate, print, and distribute preparedness materials including targeted outreach to LEP residents

ASSOCIATED DELIVERABLES/OUTPUTS

Additional citizens and communities are aware of regional hazards and the risks associated with them, how to prepare and survive.

DESIRED OUTCOMES

During a terrorist or all-hazard event, citizens, families, and communities within Region 1 are able to sustain themselves and assist their neighbors during response and recovery until services are established.

SUBPROJECT #5 Public Information & Warning

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Public Information and Warning

SOLUTION AREA						TOTAL
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

WHY IS THE WORK NEEDED?

GAP identified

- Alert and warning systems do not reach everyone
- Not enough trained PIOs
- Lack of JIC/JIS equipment (portable) and training
- Lack of reliable and consistent messaging

CAPABILITY sustained or enhanced

This investment will enhance the Public Information & Warning capability by renewing the Alert Sense warning system, and building a robust public information messaging program.

ACTIVITIES TO BE PERFORMED

Part-time Public Information Officer (PIO) for Snohomish County/Region 1 will:
 - Coordinate planning and templates for consistent messaging
 - Attend and conduct training for Region 1 PIO's
 - Coordinate PIO response with JIC and partner PIOs
 Renew Alert Sense warning system(s) within Region 1.

ASSOCIATED DELIVERABLES/OUTPUTS

- Reliable and consistent messaging before, during and after an emergency
- Ability to notify the public during an emerging all hazards or terrorism related incident.
- More trained PIOs in each county.

DESIRED OUTCOMES

Region 1 residents who are in a threatened or impacted area will receive timely, coordinated, and reliable messaging so they are able to take appropriate action, reducing the need for EM services and injuries and/or fatalities.

SUBPROJECT #6 Forensics & Attribution

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Forensics and Attribution

SOLUTION AREA						TOTAL
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

WHY IS THE WORK NEEDED?

GAP identified

Quickly changing threats and consequences related to all hazard and terrorism incidents creates a gap in the current equipment used by forensic professionals.

CAPABILITY sustained or enhanced

This investment enhances the Forensic & Attribution capability by improving forensic support response in the Puget Sound area.

ACTIVITIES TO BE PERFORMED

- Purchase new or upgrade current forensic equipment/software as needed.
- Train technicians on new equipment as applicable.

ASSOCIATED DELIVERABLES/OUTPUTS

Training, and upgraded software/hardware will ensure that forensic professionals have the necessary equipment to complete their duties related to terrorism incident response efficiently.

DESIRED OUTCOMES

Fast and accurate forensic analysis and the ability to attribute terrorist acts to their source and to possibly prevent terrorist act or coordinate an appropriate response.

SUBPROJECT #7 Mass Search & Rescue

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Mass Search and Rescue Operations

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

WHY IS THE WORK NEEDED?

GAP identified

- Lack of local funds to replace or repair aging PPE supplies and equipment, and training.
- Lack of Mass Search and Rescue equipment, PPE, and training especially for specialty teams; to maintain equipment and training to ensure response readiness.

CAPABILITY sustained or enhanced

This investment enhances the Mass Search and Rescue Operations capability through maintenance of equipment and ongoing training.

ACTIVITIES TO BE PERFORMED

- Identify and replace out-of-date PPE supplies and equipment
- Fund training for Mass Search and Rescue personnel

ASSOCIATED DELIVERABLES/OUTPUTS

- Region 1 residents will be able to depend on a quick response during Mass Search and Rescue missions
- Mass Search and Rescue personnel will be able to accomplish their duties safely

DESIRED OUTCOMES

Improved and maintained regional search and rescue operations; response teams equipped properly when SAR operations are needed.

SUBPROJECT #8 On-scene Security, Protection and Law Enforcement

PRIMARY CORE CAPABILITIES BEING ADDRESSED

On-scene Security, Protection, and Law Enforcement

SOLUTION AREA

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$21,981.00	\$0.00	\$0.00	\$0.00	\$21,981.00

WHY IS THE WORK NEEDED?

GAP identified

- Lack of local funding to maintain and replace aging and/or expiring equipment and Personal Protective Equipment (PPE)
- Turnover within specialty teams may require training of new personnel.

CAPABILITY sustained or enhanced

This investment will enhance On-Scene Security, Protection, and Law Enforcement capabilities by supporting Specialty Teams with the purchase of PPE, necessary equipment and training.

ACTIVITIES TO BE PERFORMED

- Identify, purchase, and distribute special teams equipment.
- May provide training on equipment and Special Teams training.

ASSOCIATED DELIVERABLES/OUTPUTS

- Fully equipped special team responders
- Improved safety and communications

DESIRED OUTCOMES

Maintain or increase response capabilities, and improve safety of special teams first responders to prevent or respond to terrorist event(s).

SUBPROJECT #9 Access Control & ID Verification

PRIMARY CORE CAPABILITIES BEING ADDRESSED

Access Control and Identity Verification

SOLUTION AREA						TOTAL
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE		
\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00

WHY IS THE WORK NEEDED?

GAP identified

- Security around EOC/ECC facilities is insufficient.
- Insufficient system to process Emergency workers in an EOC

CAPABILITY sustained or enhanced

This investment will enhance the Access Control and Identity Verification capability by safeguarding the EOC facilities and streamlining access control operations.

ACTIVITIES TO BE PERFORMED

- Identify and purchase equipment and software upgrades to enhance controls over access to EOC facilities, for both badging and facility security.
- Process for EOC/ECC access and reporting to include capturing costs.

ASSOCIATED DELIVERABLES/OUTPUTS

- Better access control over EOC facilities
- Identification of emergency workers.
- Accurate data for reporting

DESIRED OUTCOMES

- Improved and maintained security of facilities to safeguard equipment and staff.
- Proper badging results in ECC/EOC response is not hindered by unwanted or unknown visitors and activations are tracked appropriately.

Homeland Security Region 1 - Whatcom County

19SHSP E20-101

Timeline

Date	Task
September 1, 2019	Grant Agreement Start Date
After Contract execution	Estimated date work scheduled for one or more Projects will begin
After Contract execution	Submit Reimbursement Requests Monthly or at least Quarterly with Progress Report
June 30, 2021	Grant Agreement End Date
NLT July 31, 2021	Submit Final Reimbursement Request and Closeout Report <i>* Reports are due before final invoice will be reimbursed.</i>

**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, County Executive

From: Sheriff Bill Elfo, Director
John Gargett, Deputy Director
Whatcom County Sheriff's Office Division of Emergency Management

Subject: Department of Homeland Security State Homeland Security Program
FFY2019 SHSP Contract # E20-101

Date: February 21, 2020

Enclosed are two originals of the FFY2019 State Homeland Security Program contract between Whatcom County Sheriff's Office Division of Emergency Management and Snohomish County.

- **Background and Purpose**

Whatcom County Sheriff's Office Division of Emergency Management has been awarded \$87,923 from the US Dept of Homeland Security (DHS) State Homeland Security Program (SHSP) for Federal Fiscal Year 2019. This grant flows from DHS, through the Washington State Military Department and Snohomish County, to Whatcom County. Whatcom County has received an SHSP award annually since Federal Fiscal Year 2003.

DHS provides SHSP funds to support local efforts that build, sustain, and deliver the core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas essential to achieving the National Preparedness Goal of a secure and resilient nation. Whatcom County will utilize these funds to support community outreach, planning, training, exercise, and equipment projects that will enhance our community's resilience in the face of acts of terrorism and other catastrophic events. The personnel budget will fund, in part, one of DEM's Program Specialist FTEs.

The performance period for this grant runs from September 1, 2019 through June 30, 2021.

- **Funding Amount and Source**

\$87,923 from the DHS FFY2019 SHSP, Contract # E20-101, CFDA 97.067 SHSP.

If you have questions, please contact John Gargett or Frances Burkhart at 676-6681.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-095

File ID:	AB2020-095	Version:	1	Status:	Agenda Ready
File Created:	02/19/2020	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

Primary Contact Email: LReid@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 the City of Sumas to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

MEMORANDUM

TO: Satpaul Sidhu, County Executive
FROM: Bill Elfo, Sheriff
RE: Jail Facility Use Agreement with Whatcom County Cities
DATE: February 10, 2020

Enclosed is an Amendment to the Jail Use Agreement with the City of Sumas.

▪ **Background and Purpose**

Whatcom County provides Correctional Facility Services to surrounding Whatcom County Cities. This Amendment adds Kittitas County as one of the Correctional Facilities.

▪ **Funding Amount and Source**

The amount will vary and will come from the City of Sumas budget.

▪ **Differences from Previous Contract**

This Amendment removes Yakima County Jail and adds Kittitas County Jail as a Correctional Facility utilized by Whatcom County Jail.

If you have any questions, please contact Chief Wendy Jones at ext. 6505.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201806021-1

Originating Department:	Sheriff
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections/In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	City of Sumas
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201806021</u>	
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): _____ 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: <u>118000</u>	
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"/> 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>Varies</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: _____	
Whatcom County provides Correctional Facility Services to City inmates lawfully committed to custody. This Amendment adds Kittitas County Jail as one of the Correctional Facilities.	
Term of Contract: 6 months	Expiration Date: 06/30/2020

Contract Routing:	1. Prepared by: <u>LR</u> 2. Attorney signoff: _____ 3. AS Finance reviewed: <u>blennett</u> 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: <u>12/10/19</u> Date: <u>12/12/19</u> Date: <u>1/16/20</u> Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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**INTERLOCAL JAIL FACILITY USE AGREEMENT FOR
CORRECTIONS SERVICES BETWEEN WHATCOM COUNTY AND THE
CITY OF SUMAS**

2020 AMENDMENT ONE

RECITALS

- A. Whatcom County has an existing Jail Use Agreement (JUA) with all Cities within the physical confines of Whatcom County. The agreement specifies the conditions under which Whatcom County will book and hold misdemeanor and gross misdemeanor offenders from those Cities.
- B. Due to a significant construction project at the downtown Whatcom County Jail, bed space at this facility will be reduced by approximately 48 beds starting the 1st quarter of 2020, increasing the need for alternate housing facilities.
- C. In response to the conditions specified in the JUA, the Cities and the County had previously made arrangements to house overflow offenders in the Yakima County Jail.
- D. The Yakima County Jail arrangement is no longer tenable, and an alternative solution has been presented to the Cities which is more fully explained in this amendment.
- E. Whatcom County has entered into an agreement with Kittitas County Corrections to hold offenders who are booked, and are, or would be, held in one of the Whatcom County Corrections facilities under the conditions specified in the original JUA.
- F. Whatcom County is willing to book and coordinate housing for all booked and held City offenders who fall under the original JUA, including housing at the Kittitas County Jail, if the individual City government agrees to participate in this arrangement and enter into this Agreement.

AGREEMENT

1.0 Purpose of Agreement: This amendment modifies sections 4.3 and 4.4 of the current JUA, and an extension of the JUA (if it is extended), to address the circumstances set forth above. The term of this amendment shall be a two year period beginning January 1, 2020 and continuing through December 31, 2021, after which time the amendment shall no longer be in effect, unless

specifically extended by mutual agreement **PROVIDED** that nothing in this amendment precludes the County or the City from terminating the amended agreement under the process described in the original JUA (Section 8).

2.0 Modification: Whatcom County has entered into an agreement with the Kittitas County Jail (KCJ) to hold offenders from Whatcom County. The agreement includes offenders being housed in the Whatcom County Jail on City Court charges.

Under the Whatcom County agreement with KCJ, offenders who are being held in custody will be transported by Whatcom County to the KCJ in Ellensburg, WA. The offenders will also be transported by Whatcom County back to Whatcom County for release or for essential Court hearings. It is anticipated that there will be two (2) transports a week to the KCJ. The KCJ contract provides for alternative transportation in the event of an unanticipated release.

In the event an offender is unexpectedly released from custody, and it will be longer than 24 hours for a transport to be available, KCJ has agreed to take the offender to the Greyhound bus station and purchase a ticket to Bellingham for the offender. The cost of the ticket will be reimbursed to KCJ, and included as a separate charge to the City/Cities with jurisdiction over the specific offender on their Whatcom County Jail Services billing.

Individual Cities may elect to enter into their own housing agreement with KCJ. In that event, the original conditions of the JUA would be maintained; Whatcom County would not perform the duties outlined within this document and the individual City would assume the responsibility for transporting and tracking their offenders.

3.0 Process: For all Cities electing to participate in this program, and enter into this Amended Agreement, Whatcom County Corrections would be the coordinator of the KCJ housing and transport. Decisions about which offenders will be moved to KCJ will be made by Whatcom County Corrections and determined by a combination of the following considerations:

- A.** Ability to be housed at the Work Center.
- B.** Conviction Status (all offenders considered for KCJ will be post-1st appearance).
- C.** Offense level (Felony versus Misdemeanor)
- D.** Classification.

- E.** Institutional behavior.
- F.** Medical/Behavioral Health issues.
- G.** DOC Status.
- H.** Gender
- I.** Future court dates
- J.** Any other significant factor(s) related to the offender and housing.

3.1 Transportation: Whatcom County Transport teams will make two (2) trips to KCJ a week. Each Transport trip will deliver offenders to KCJ for housing, and pick up offenders who have scheduled release dates or are scheduled for Court. The specific days of the week for the transports have not yet been determined, but it is anticipated that they will be spread out over the week. Notification to participating Cities will be made as soon as the schedule is set.

Each City will designate an individual or individuals who will be the central point of contact for essential Court appearances for that City, The liaisons for each participating City will work out the details for communicating Court dates and other Court business with the County Transport team. Notice will be given to each participating City on who the County Transport Coordinator will be no later than the first week of January.

It is anticipated that this process will be based on the current system of notification between the Cities and the Transport team for Court appearances.

3.2 Access to Courts and visiting: KCJ is in the process of installing a new video court/visiting system and they anticipate this will be available to County and Cities for Court hearings, attorney access, and visits from family and friends at the first of 2020. Whatcom County is not responsible to the Cities for the quality or arrangements of this anticipated technology and access.

4.0 Finance: Offenders booked into the Whatcom County Jail and who are housed at KCJ will remain on the Whatcom County Jail Roster, with a notation on the roster designating that they are housed at KCJ. This will be similar to the current process that identifies offenders who are housed at the Work Center.

Once a quarter, Whatcom County will be billed by KCJ for all offenders originating from the Whatcom County Jail, including offenders being held for participating Cities. Whatcom County will, in turn, bill the participating Cities at the Whatcom County per diem rate, under the same process as outlined in the JUA. This will allow Whatcom County to off-set the costs that are not included in the KCJ per diem but are included in the Whatcom County Jail per diem such as transportation to and from KCJ and routine medications. If it is necessary to

arrange transportation back from KCJ via bus for offenders being released from custody, that charge will be included for reimbursement from the City. In the event that extraordinary medical costs are incurred by a City offender, those charges will be paid and included in the City billing as described in the JUA.

The KCJ cost schedule includes:

Basic \$66.50 per diem for general population offenders, This per diem does not include medications or transportation for local services such as doctor or dental appointments in Ellensburg, or health care services provided outside of the facility. Charges for health care provided outside of the KCJ will be charged back to the City as outlined in the original JUA.

High Maintenance offenders needing additional care and/or single cell housing: \$133.00 per diem, with the additional charges for medication, outside services and transportation. Charges for health care provided outside of KCJ will be charged back to the City as outlined in the original JUA. KCJ also reserved the right to require that the offender be returned to Whatcom County if they are determined to be inappropriate for KCJ.

If a City chooses not to participate in this agreement, they would continue their process for alternative housing for their offenders as described in the original JUA.

5.0: Alternatives: Whatcom County Cities are encouraged to have an additional facility contract available for offenders with acute medical and/or behavioral health needs that make them inappropriate for KCJ and possibly the Whatcom County Jail. The SCORE facility, located in Burien Washington, may have the resources to manage high maintenance offenders and the Cities may want to consider SCORE as a backup facility in addition to others the City may be aware of.

6.0: Summary: The existing JUA is the governing document for jail services, and nothing in this amendment is intended to deviate from those conditions other than as set forth in this Amendment. This amendment serves as an option for the local Cities to facilitate moving their offenders out of the Downtown Jail into housing at another facility for the reasons outlined in the JUA.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-101

File ID:	AB2020-101	Version:	1	Status:	Agenda Ready
File Created:	02/19/2020	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

Primary Contact Email: LReid@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 the City of Ferndale to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600

MEMORANDUM

TO: Satpaul Sidhu, County Executive
FROM: Bill Elfo, Sheriff
RE: Jail Facility Use Agreement with Whatcom County Cities
DATE: February 6, 2020

Enclosed is an Amendment to the Jail Use Agreement with the City of Ferndale.

▪ **Background and Purpose**

Whatcom County provides Correctional Facility Services to surrounding Whatcom County Cities. This Amendment adds Kittitas County as one of the Correctional Facilities.

▪ **Funding Amount and Source**

The amount will vary and will come from the City of Ferndale's budget.

▪ **Differences from Previous Contract**

This Amendment removes Yakima County Jail and adds Kittitas County Jail as a Correctional Facility utilized by Whatcom County Jail.

If you have any questions, please contact Chief Wendy Jones at ext. 6505.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201806027-1

Originating Department:	Sheriff
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections/In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	City of Ferndale
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201806027</u>	
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): _____ 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: <u>118000</u>	
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Summary of Scope: _____	
Whatcom County provides Correctional Facility Services to City inmates lawfully committed to custody. This Amendment adds Kittitas County Jail as one of the Correctional Facilities.	
Term of Contract: 6 months	Expiration Date: 06/30/2020

Contract Routing:	1. Prepared by: <u>LR</u>	Date: <u>12/10/19</u>
	2. Attorney signoff: _____	Date: <u>12/12/19</u>
	3. AS Finance reviewed: <u>bbcanna</u>	Date: <u>1/16/20</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: _____

**INTERLOCAL JAIL FACILITY USE AGREEMENT FOR
CORRECTIONS SERVICES BETWEEN WHATCOM COUNTY AND THE
CITY OF FERNDALE**

2020 AMENDMENT ONE

RECITALS

- A. Whatcom County has an existing Jail Use Agreement (JUA) with all Cities within the physical confines of Whatcom County. The agreement specifies the conditions under which Whatcom County will book and hold misdemeanor and gross misdemeanor offenders from those Cities.
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6.0: Summary: The existing JUA is the governing document for jail services, and nothing in this amendment is intended to deviate from those conditions other than as set forth in this Amendment. This amendment serves as an option for the local Cities to facilitate moving their offenders out of the Downtown Jail into housing at another facility for the reasons outlined in the JUA.

WHATCOM COUNTY:

Recommended for Approval:

Bill Elfo [Signature] 12-10-19
Bill Elfo, Sheriff Date

Approved as to form:

[Signature] 12/12/19
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-102

File ID:	AB2020-102	Version:	1	Status:	Agenda Ready
File Created:	02/19/2020	Entered by:	LReid@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

Primary Contact Email: LReid@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 the City of Everson to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Amendment

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



*PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600*

MEMORANDUM

TO: Satpaul Sidhu, County Executive
FROM: Bill Elfo, Sheriff
RE: Jail Facility Use Agreement with Whatcom County Cities
DATE: February 6, 2020

Enclosed is an Amendment to the Jail Use Agreement with the City of Everson.

▪ **Background and Purpose**

Whatcom County provides Correctional Facility Services to surrounding Whatcom County Cities. This Amendment adds Kittitas County as one of the Correctional Facilities.

▪ **Funding Amount and Source**

The amount will vary and will come from the City of Everson's budget.

▪ **Differences from Previous Contract**

This Amendment removes Yakima County Jail and adds Kittitas County Jail as a Correctional Facility utilized by Whatcom County Jail.

If you have any questions, please contact Chief Wendy Jones at ext. 6505.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201806004-1

Originating Department:	Sheriff
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections/In Custody
Contract or Grant Administrator:	Wendy Jones
Contractor's / Agency Name:	City of Everson
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"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: <u>201806004</u>	
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): _____ 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: <u>118000</u>	
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"/> 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>Varies</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: _____	
Whatcom County provides Correctional Facility Services to City inmates lawfully committed to custody. This Amendment adds Kittitas County Jail as one of the Correctional Facilities.	
Term of Contract: 6 months	Expiration Date: 06/30/2020

Contract Routing:	1. Prepared by: LR 2. Attorney signoff: _____ 3. AS Finance reviewed: <u>bpconet</u> 4. IT reviewed (if IT related): _____ 5. Contractor signed: _____ 6. Submitted to Exec.: _____ 7. Council approved (if necessary): _____ 8. Executive signed: _____ 9. Original to Council: _____	Date: 12/10/19 Date: <u>12/12/19</u> Date: <u>1/16/20</u> Date: _____ Date: _____ Date: _____ Date: _____ Date: _____
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**INTERLOCAL JAIL FACILITY USE AGREEMENT FOR
CORRECTIONS SERVICES BETWEEN WHATCOM COUNTY AND THE
CITY OF EVERSON**

2020 AMENDMENT ONE

RECITALS

- A. Whatcom County has an existing Jail Use Agreement (JUA) with all Cities within the physical confines of Whatcom County. The agreement specifies the conditions under which Whatcom County will book and hold misdemeanor and gross misdemeanor offenders from those Cities.
- B. Due to a significant construction project at the downtown Whatcom County Jail, bed space at this facility will be reduced by approximately 48 beds starting the 1st quarter of 2020, increasing the need for alternate housing facilities.
- C. In response to the conditions specified in the JUA, the Cities and the County had previously made arrangements to house overflow offenders in the Yakima County Jail.
- D. The Yakima County Jail arrangement is no longer tenable, and an alternative solution has been presented to the Cities which is more fully explained in this amendment.
- E. Whatcom County has entered into an agreement with Kittitas County Corrections to hold offenders who are booked, and are, or would be, held in one of the Whatcom County Corrections facilities under the conditions specified in the original JUA.
- F. Whatcom County is willing to book and coordinate housing for all booked and held City offenders who fall under the original JUA, including housing at the Kittitas County Jail, if the individual City government agrees to participate in this arrangement and enter into this Agreement.

AGREEMENT

1.0 Purpose of Agreement: This amendment modifies sections 4.3 and 4.4 of the current JUA, and an extension of the JUA (if it is extended), to address the circumstances set forth above. The term of this amendment shall be a two year period beginning January 1, 2020 and continuing through December 31, 2021, after which time the amendment shall no longer be in effect, unless

specifically extended by mutual agreement **PROVIDED** that nothing in this amendment precludes the County or the City from terminating the amended agreement under the process described in the original JUA (Section 8).

2.0 Modification: Whatcom County has entered into an agreement with the Kittitas County Jail (KCJ) to hold offenders from Whatcom County. The agreement includes offenders being housed in the Whatcom County Jail on City Court charges.

Under the Whatcom County agreement with KCJ, offenders who are being held in custody will be transported by Whatcom County to the KCJ in Ellensburg, WA. The offenders will also be transported by Whatcom County back to Whatcom County for release or for essential Court hearings. It is anticipated that there will be two (2) transports a week to the KCJ. The KCJ contract provides for alternative transportation in the event of an unanticipated release.

In the event an offender is unexpectedly released from custody, and it will be longer than 24 hours for a transport to be available, KCJ has agreed to take the offender to the Greyhound bus station and purchase a ticket to Bellingham for the offender. The cost of the ticket will be reimbursed to KCJ, and included as a separate charge to the City/Cities with jurisdiction over the specific offender on their Whatcom County Jail Services billing.

Individual Cities may elect to enter into their own housing agreement with KCJ. In that event, the original conditions of the JUA would be maintained; Whatcom County would not perform the duties outlined within this document and the individual City would assume the responsibility for transporting and tracking their offenders.

3.0 Process: For all Cities electing to participate in this program, and enter into this Amended Agreement, Whatcom County Corrections would be the coordinator of the KCJ housing and transport. Decisions about which offenders will be moved to KCJ will be made by Whatcom County Corrections and determined by a combination of the following considerations:

- A.** Ability to be housed at the Work Center.
- B.** Conviction Status (all offenders considered for KCJ will be post-1st appearance).
- C.** Offense level (Felony versus Misdemeanor)
- D.** Classification.

- E.** Institutional behavior.
- F.** Medical/Behavioral Health issues.
- G.** DOC Status.
- H.** Gender
- I.** Future court dates
- J.** Any other significant factor(s) related to the offender and housing.

3.1 Transportation: Whatcom County Transport teams will make two (2) trips to KCJ a week. Each Transport trip will deliver offenders to KCJ for housing, and pick up offenders who have scheduled release dates or are scheduled for Court. The specific days of the week for the transports have not yet been determined, but it is anticipated that they will be spread out over the week. Notification to participating Cities will be made as soon as the schedule is set.

Each City will designate an individual or individuals who will be the central point of contact for essential Court appearances for that City, The liaisons for each participating City will work out the details for communicating Court dates and other Court business with the County Transport team. Notice will be given to each participating City on who the County Transport Coordinator will be no later than the first week of January.

It is anticipated that this process will be based on the current system of notification between the Cities and the Transport team for Court appearances.

3.2 Access to Courts and visiting: KCJ is in the process of installing a new video court/visiting system and they anticipate this will be available to County and Cities for Court hearings, attorney access, and visits from family and friends at the first of 2020. Whatcom County is not responsible to the Cities for the quality or arrangements of this anticipated technology and access.

4.0 Finance: Offenders booked into the Whatcom County Jail and who are housed at KCJ will remain on the Whatcom County Jail Roster, with a notation on the roster designating that they are housed at KCJ. This will be similar to the current process that identifies offenders who are housed at the Work Center.

Once a quarter, Whatcom County will be billed by KCJ for all offenders originating from the Whatcom County Jail, including offenders being held for participating Cities. Whatcom County will, in turn, bill the participating Cities at the Whatcom County per diem rate, under the same process as outlined in the JUA. This will allow Whatcom County to off-set the costs that are not included in the KCJ per diem but are included in the Whatcom County Jail per diem such as transportation to and from KCJ and routine medications. If it is necessary to

arrange transportation back from KCJ via bus for offenders being released from custody, that charge will be included for reimbursement from the City. In the event that extraordinary medical costs are incurred by a City offender, those charges will be paid and included in the City billing as described in the JUA.

The KCJ cost schedule includes:

Basic \$66.50 per diem for general population offenders, This per diem does not include medications or transportation for local services such as doctor or dental appointments in Ellensburg, or health care services provided outside of the facility. Charges for health care provided outside of the KCJ will be charged back to the City as outlined in the original JUA.

High Maintenance offenders needing additional care and/or single cell housing: \$133.00 per diem, with the additional charges for medication, outside services and transportation. Charges for health care provided outside of KCJ will be charged back to the City as outlined in the original JUA. KCJ also reserved the right to require that the offender be returned to Whatcom County if they are determined to be inappropriate for KCJ.

If a City chooses not to participate in this agreement, they would continue their process for alternative housing for their offenders as described in the original JUA.

5.0: Alternatives: Whatcom County Cities are encouraged to have an additional facility contract available for offenders with acute medical and/or behavioral health needs that make them inappropriate for KCJ and possibly the Whatcom County Jail. The SCORE facility, located in Burien Washington, may have the resources to manage high maintenance offenders and the Cities may want to consider SCORE as a backup facility in addition to others the City may be aware of.

6.0: Summary: The existing JUA is the governing document for jail services, and nothing in this amendment is intended to deviate from those conditions other than as set forth in this Amendment. This amendment serves as an option for the local Cities to facilitate moving their offenders out of the Downtown Jail into housing at another facility for the reasons outlined in the JUA.

CITY OF EVERSON:

EXECUTED this 23 day of January, 20 20 for the City of Everson.



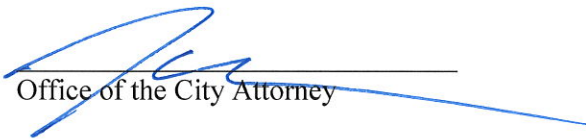
Mayor, City of Everson

ATTEST:



Finance Director

Approved as to form:



Office of the City Attorney

Departmental Approval: 

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 23rd day of January, 20 20, before me personally appeared John Perry, to me known to be the Mayor of the City of Everson, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Amanda K. Hadeen
NOTARY PUBLIC in, and for the State of Washington,
residing at Bellingham, WA. My commission
expires April 10, 2021



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-114**

File ID:	AB2020-114	Version:	1	Status:	Agenda Ready
File Created:	02/26/2020	Entered by:	SKorthui@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Report		
Assigned to:	Council Public Works & Health Committee	Final Action:			
Agenda Date:	03/10/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Report from Whatcom County Public Works Department

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works Director Jon Hutchings will give his quarterly report to Council

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-081

File ID:	AB2020-081	Version:	1	Status:	Agenda Ready
File Created:	02/05/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Presentation		
Assigned to:	Council Public Works & Health Committee	Final Action:			
Agenda Date:	03/10/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Presentation regarding food recovery system

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Presentation regarding food recovery system

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-092

File ID:	AB2020-092	Version:	1	Status:	Introduced
File Created:	02/18/2020	Entered by:	SMurdoch@co.whatcom.wa.us		
Department:	Health Department	File Type:	Ordinance		
Assigned to:	Council Public Works & Health Committee	Final Action:			
Agenda Date:	03/10/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code (WCC) 2.150, Whatcom County Veterans' Advisory Board, and WCC 2.152, Veterans' Assistance Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Proposed changes to Whatcom County Codes 2.150 and 2.152 to reflect the definition of the term "veteran," and to properly place in the county code the eligibility guidelines for veterans who are indigent.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
02/25/2020	Council	INTRODUCED	Council Public Works & Health Committee

Attachments: Staff Memo, Ordinance



Memorandum

TO: SATPAL SIDHU, COUNTY EXECUTIVE

FROM: Regina A. Delahunt, Director

DATE: 1/17/2020

RE: Ordinance amending county codes regarding the Veterans program and advisory board

Background and Purpose

During the February 25th meeting of the County Council's Finance and Administrative Services Committee, an ordinance will be introduced to amend County Code, Chapter 2.150 (Whatcom County Veterans' Advisory Board) and County Code, Chapter 2.152 (Veterans' Assistance Program). The proposed amendments seek to update both codes to reflect enhancements made to the county's Veterans' program, and to insert definitions used for the program as well as eligibility status.

The proposed amendments to County Code 2.150 intend to remove all references to the definition of "indigent" in order to place the verbiage more appropriately in County Code 2.152, which addresses eligibility for financial assistance from the Veterans Assistance Fund. The definition of "veteran" has been incorporated into the code, and "person-first" language has also been substituted for previous language to demonstrate respect for our Veterans who should not be defined by their economic status, but rather as people first.

The proposed amendments to County Code 2.152 intend to acknowledge the expanded services that our Veterans' Program has added. The definition of "Veteran" has been included to follow state RCWs, and to ensure consistency in who the program serves.



ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE 2.150, WHATCOM COUNTY VETERANS' ADVISORY BOARD, AND CHAPTER 2.152, VETERANS' ASSISTANCE PROGRAM

WHEREAS, Whatcom County Code Chapter 2.150 directs the Whatcom County Veterans' Advisory Board and Chapter 2.152 directs the Whatcom County Veterans' Assistance Program; and

WHEREAS, Whatcom County Code Chapters 2.150 and 2.152 need to include a definition of "Veteran"; and

WHEREAS, other technical corrections to Chapters 2.150 and 2.152 are needed to update the Veterans program and appropriately place the eligibility criteria for "indigence".

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Chapters 2.150 and 2.152 shall be amended to include the term "Veteran" as defined in RCW 73.08.005 and RCW 41.04.005.

BE IT FINALLY ORDAINED that technical corrections to Chapters 2.150 as outlined in Exhibit A, and 2.152 as outlined in Exhibit B, be incorporated to update program components and address eligibility status.

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:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____

1 **EXHIBIT A**

2 **Chapter 2.150**

3 **WHATCOM COUNTY VETERANS' ADVISORY**
4 **BOARD**

5 Sections:

6 **2.150.010 Established.**

7 **2.150.020 Purpose.**

8 ~~**2.150.025 Indigent.**~~

9 **2.150.030 Qualifications.**

10 **2.150.040 Appointment and membership.**

11 **2.150.050 Compensation.**

12
13
14 **2.150.010 Established.**

15 There is hereby established the Whatcom County veterans' advisory board. (Ord. 2006-025 Exh. A).

16
17 **2.150.020 Purpose.**

18 The board is created pursuant to RCW [73.08.035](#) to advise the county council on the needs of local
19 ~~indigent~~ veterans, the resources available to local ~~indigent~~ veterans, and programs that could benefit
20 the needs of local ~~indigent~~ veterans and their families. The county council and county executive shall
21 consult with and solicit recommendations from the advisory board to determine the appropriate
22 services needed for local ~~indigent~~ veterans. (Ord. 2006-025 Exh. A).

23 ~~**2.150.025 Indigent.**~~

24 ~~"Indigent" means a person who is:~~

25 ~~A. Receiving one of the following types of public assistance: temporary assistance for needy families,~~
26 ~~general assistance, poverty-related veteran's benefits, food stamps or food stamp benefits transferred~~
27 ~~electronically, refugee resettlement benefits, Medicaid or supplemental security income;~~

28
29 ~~B. Receiving an annual income, after taxes, of 150 percent or less of the current federally established~~
30 ~~poverty level; or~~

31
32 ~~C. Determined by Whatcom County to be unable to pay reasonable costs for shelter, food, utilities, and~~
33 ~~transportation because his or her available funds are insufficient. (Ord. 2008-021).~~

34
35
36 **2.150.030 Qualifications.**

37 Only veterans who are residents of Whatcom County are eligible to serve as board members. [Veteran](#)
38 [status is defined per RCW 73.08.005 or RCW 41.04.005.](#) No fewer than a number constituting a
39 majority of the board members shall be members from nationally recognized veterans' service
40 organizations. The county council and county executive shall solicit representatives from either local

1 branches of nationally recognized veterans' service organizations or the veterans' community at large
2 to serve on the board. (Ord. 2006-025 Exh. A)

3
4 **2.150.040 Appointment and membership.**

5 Members of the board shall be appointed by the county executive and confirmed by the county council.
6 The board shall consist of up to nine members, appointed to terms of four years. A majority of that
7 number of potential members must be present at any meeting to constitute a quorum for purposes of
8 conducting business. Members may be reappointed and confirmed in the same manner as provided
9 herein for initial appointment. (Ord. 2006-025 Exh. A).

10
11 **2.150.050 Compensation.**

12 Service on the board is voluntary. The county council may provide for reimbursement to board
13 members for appropriate qualified expenses, consistent with county procedures and policies for such
14 reimbursement. (Ord. 2006-025 Exh. A).
15

1 **EXHIBIT B**
2 **Chapter 2.152**

3 **VETERANS' ASSISTANCE PROGRAM**

4 Sections:

5 [2.152.010 Veterans' assistance program established.](#)

6 [2.152.020 Program funding.](#)

7 [2.152.030 Administration.](#)

8 [2.152.040 Veterans' advisory board.](#)

9 [2.152.050 Programs and services.](#)

10 [2.152.060 Program policies.](#)

11 [2.152.070 Indigent status and determination.](#)

12 ~~[2.152.080 Effective date.Veteran Status and determination](#)~~

13 ~~[2.152.090 Effective Date](#)~~

14 ~~[2.152.099 100 Severability.](#)~~

15
16 **2.152.010 Veterans' assistance program established.**

17 Pursuant to RCW [73.08.010](#) a Whatcom County veterans' assistance program is hereby established
18 for the purpose of developing, implementing and administering a comprehensive system of services to
19 aid Whatcom County veterans. Programs and services shall include those that meet identified basic
20 needs for individuals, as well as community programs that benefit veterans and their families. (Ord.
21 2011-033 Exh. A).

22
23 **2.152.020 Program funding.**

24 The resources of the veterans' assistance fund, authorized by RCW [73.08.080](#), will provide support for
25 ~~the~~ programs and services delivered to Whatcom County ~~indigent~~ veterans [.who are indigent](#). Funding
26 from other sources may also support the veterans' assistance program and may be used to provide
27 services to ~~nonindigent~~ Whatcom County veterans [who are not indigent](#) as allowed by state law. (Ord.
28 2011-033 Exh. A).

29
30 **2.152.030 Administration.**

31 The health department shall administer the veterans' assistance program under the authority of the
32 county executive. The health department shall establish appropriate services to be delivered under this
33 program with recommendations from the veterans' advisory board pursuant to Chapter [2.150](#) WCC.
34 (Ord. 2011-033 Exh. A).

35
36 **2.152.040 Veterans' advisory board.**

37 The health department shall provide staff to the veterans' advisory board and shall solicit
38 recommendations from the board on appropriate services for local veterans. (Ord. 2011-033 Exh. A).

1 **2.152.050 Programs and services.**

2 ~~A.~~ Programs and services delivered to eligible veterans ~~by~~under funded by the veterans'
3 assistance program will include, but is not limited to the following ~~components~~:

- 4 1. ~~A.~~ Individual financial assistance on a temporary basis to help meet basic needs.
- 5 2. ~~B.~~ Housing eviction prevention assistance.
- 6 3. ~~C.~~ Housing assistance for homeless veterans.
- 7 4. ~~D.~~ BBehavioral health services that are not paid for by other sources.
- 8 5. ~~E.~~ Legal assistance for help in securing non-VA federal benefits, proof of identity,
9 and assistance with noncriminal matters.
- 10 6. ~~F.~~ Social and support services that aid a successful return to the community after active duty.
- 11 7. ~~G.~~ Re-entry services to locally incarcerated veterans to assist with successful return to
12 the community and connection to supportive services.
- 13 8. ~~H.~~ Case management services that include helping veterans navigate the social
14 services system and connect to effective programs and services.
- 15 9. ~~I.~~ Training opportunities for veterans and community professionals working with
16 veterans.
- 17 10. J. Burial assistance as defined in RCW 73.08.070.
- 18 11. Veteran Service Officer (VSO) assistance with filing Veterans Administration (VA)
19 claims, pensions, access to VA healthcare and VSO services.
- 20 12. Information, referrals and assistance for veterans and their families.
- 21 13. Veteran navigator hub services to connect veterans with Whatcom County veteran
22 community.
- 23 14. Other veterans' services as approved by the county executive. (Ord. 2011-033 Exh. A).
24 ~~K. Other veterans' services as approved by the county executive. (Ord. 2011-033 Exh. A).~~

25
26 **2.152.060 Program policies.**

27 Policies for administering the veterans' assistance program shall be established by the health
28 department with recommendations from the veterans' advisory board and approval of the county
29 executive. Changes to these policies will require approval from the county executive.

30
31 Policies will outline program eligibility, access to program services, program staffing, assistance
32 limitations, fraud and abuse, and quality control measures. An appeal process for denials of service
33 also will be addressed in policy and will give final review authority to the health department director.
34 (Ord. 2011-033 Exh. A).

1 **2.152.070 Indigent status and determination.**

2 Pursuant to RCW [73.08.005](#) and ~~Chapter [2.150 WCC](#)~~, assistance to individual veterans supported by
3 the veterans' assistance fund must meet one of three statutory criteria for indigent status. Any
4 subsequent changes to the definition of "indigent" in statute shall be reflected in this policy after
5 approval from the county executive and the county council. (Ord. 2011-033 Ex. A).

6
7 **[2.152.080 Veteran status and determination.](#)**

8 [Veterans shall be defined pursuant to RCW \[73.08.005\]\(#\) or \[RCW 41.04.005\]\(#\). Veterans who are eligible for](#)
9 [direct financial assistance from the Veterans Assistance Fund must meet criteria for indigence.](#)

10
11 **2.152.0980 Effective date.**

12 This chapter shall take effect on ~~[March 1, 2020](#)~~[September 1, 2014](#). (Ord. 2011-033 Ex. A).

13
14 **2.152.0990 100 Severability.**

15 If any provision of this chapter or its application to any person or circumstance is held invalid, the
16 remainder of this chapter or the application of the provisions to other persons or circumstances is not
17 affected. (Ord. 2011-033 Ex. A).

18



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-116

File ID:	AB2020-116	Version:	1	Status:	Agenda Ready
File Created:	02/26/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Report		
Assigned to:	Council as the Health Board (Special)			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

Primary Contact Email: [Click here to enter text.](#)

TITLE FOR AGENDA ITEM:

Update on novel coronavirus (COVID-19)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Update on novel coronavirus (COVID-19)

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-115**

File ID:	AB2020-115	Version:	1	Status:	Agenda Ready
File Created:	02/26/2020	Entered by:	CHalka@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Criminal Justice and Public Safety Committee			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Update on the Public Health, Safety, and Justice Facility Needs Assessment

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Update on the Public Health, Safety, and Justice Facility Needs Assessment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-035

File ID:	MIN2020-035	Version:	1	Status:	Agenda Ready
File Created:	02/24/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Water Work Session for February 18, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Water Work Session Feb 18 2020

Whatcom County Council Water Work Session

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



Minutes - Draft Minutes

**Tuesday, February 18, 2020
10:30 AM
Civic Center Building Garden Room**

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 10:30 a.m. in the Civic Center Garden Level Conference Room, 322 Commercial Avenue, Bellingham, Washington.

Roll Call

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Ben Elenbaas, Carol Frazey and Kathy Kershner

Absent: None

Watershed Planning Update

The following people spoke and answered questions:

Gary Stoyka, Public Works Department
Steve Jilk, Public Utility District (PUD) General Manager
Chris Elder, Public Works Department
Paula Harris, Public Works Department

Stoyka gave an update about Watershed Planning, including an upcoming update by Robin McPherson from the Department of Ecology (DOE) about the water right adjudication process and what it means for the Nooksack Basin. He and Jilk answered questions about the adjudication process and how existing plans or systems may be affected.

Stoyka and Jilk updated about the Regional Water Supply Planning process for the Water Resource Inventory Area 1 (WRIA1) led by the PUD using grant funds from the National Estuary Program. They gave an update on the Technical Workgroup meetings with pilot area participants and their work of looking at not only water supply but also habitat and water quality, what funding sources are available, and next steps.

Stoyka and Elder updated and answered questions about two water use efficiency projects, one to look at domestic supply issues and the other to look at agricultural efficiency issues. He spoke about the agricultural community's concern about the issue of relinquishment and a study and report done by RH2 Engineering on whether a water bank and/or the water trust program in the State could be used in Whatcom County to address that concern.

He gave an update on the work of the Planning Unit and about improving communications between them and the Council.

Stoyka and Harris updated and answered questions about planning for streamflow restoration grant funding and what kind of projects are being pursued.

Lake Whatcom Management Program 2020-2024 Work Plan

The following Public Works Department staff presented and answered questions:

Gary Stoyka
Chris Elder
Ingrid Enschede
Cathy Craver
Paula Harris

Stoyka presented on the Lake Whatcom Management Program 2020-2024 Workplan. He and staff answered questions about whether the County is in a land purchasing program like the City of Bellingham, how to view the metrics for each of the Program Areas covered in the presentation, how phosphorus in the lake is measured and reduced and how the State requirements for the Total Maximum Daily Load (TMDL) can be met, how much of the projected five-year costs for the Stormwater Program Area are for capital projects and how much is for maintenance, managing hazardous materials in areas other than the lake, looking into the use of Roundup, whether there is a statewide aquatic invasive species act, and whether there is a solution to the problem of inspecting water planes that may come directly to the lake from another body of water.

Other Business

The following Public Works Department staff spoke and answered questions:

Gary Stoyka
Paula Harris

Councilmembers and staff discussed looking at long term solutions to flooding in the County, a recently completed study by the United States Geological Survey (USGS) which was compared with past studies and showed a net accumulation of sediment in the lower river upstream of Everson, the movement of sediment over time showing how the river "digests" the mountain, what the latest flood and sediment movement will mean for the whole downstream system, and the status of County flood-related pilot projects. Councilmembers will get questions to Harris for further discussion at a future meeting.

Adjournment

The meeting adjourned at 12:09 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: MIN2020-036

File ID:	MIN2020-036	Version:	1	Status:	Agenda Ready
File Created:	02/28/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for February 25, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Council Feb 25 2020

Whatcom County Council

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



Minutes - Draft Minutes

Tuesday, February 25, 2020

7 PM

Council Chambers

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 7 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: 7 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas, and Kathy Kershner

Absent: None

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

Donovan moved to accept the minutes consent items. The motion was seconded (see votes on individual items below).

1. [MIN2020-030](#) Health Board for February 4, 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. [MIN2020-033](#) Special Committee of the Whole for February 11, 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. [MIN2020-034](#) Regular County Council for February 11, 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

OPEN SESSION (20 MINUTES)

The following people spoke:

- Shannon Wright thanked the Council for recent funding approval for RE Sources for Sustainable Communities, spoke about who RE Sources is, and recent comments made about RE Sources.
- Allison Calder spoke about recycling in Point Roberts and submitted a handout (on file).
- Louise Cassidy spoke about garbage and recycling issues in Point Roberts.
- Madeline Parrish spoke about pre-trial risk assessments.
- John Lesow spoke about a proposal to engage with Canada about purchasing Point Roberts.
- Rhayma Blake spoke about the Whatcom County Ferry.
- Jim Dickenson spoke about the Whatcom County Ferry.
- Jim Calder spoke about garbage in Point Roberts.
- Max Perry spoke about the Whatcom County Ferry and the jail.
- Robin Dexter spoke about recent comments made about RE Sources.
- Dave morrow spoke about the allowance of ski boats on Lake Samish.
- Patrick Alesse spoke about garbage issues in Point Roberts.
- Annette Madden spoke about garbage issues in Point Roberts.

Buchanan closed the Open Session.

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. [AB2020-089](#) Request authorization for the County Executive to enter into a contract between Whatcom County and International Organization of Masters, Mates and Pilots and Inlandboatmen's Union of the Pacific

Byrd reported for the Finance and Administrative Services Committee and moved that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

2. [AB2020-076](#) Ordinance amending the 2020 Whatcom County Budget, request no. 5, in the amount

of \$792,558

Byrd reported for the Finance and Administrative Services Committee and **moved** that the Ordinance be ADOPTED. He explained that he would not be supporting the ordinance because of the costs of funding improvements of the trailer in Point Roberts and the proposed budget for the Lake Whatcom Stormwater Utility.

Donovan stated there is a project list for the Lake Whatcom Stormwater Utility budget.

Byrd's motion that the Ordinance 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 2020-006

(From Council Public Works and Health Committee)

3. [AB2020-094](#) Resolution amending the membership of the Homeless Strategies Workgroup

Frazey reported for the Public Works 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 2020-010

(No Committee Assignment)

4. [AB2020-100](#) Appointment of one Councilmember to serve on the Stakeholder Advisory Committee (SAC) for the Public Health, Safety, and Justice Facility Needs Assessment

Buchanan stated he would like to volunteer for the position.

Browne nominated Buchanan and moved that he be APPOINTED. The motion was seconded. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner

Nay: 0

Absent: 0

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-065](#) Appointment to fill one vacancy on the Business and Commerce Advisory Committee, Higher Education - applicants: Eva Schulte and CJ Seitz
Byrd moved to nominate CJ Seitz. The motion was seconded.
Frazey moved to nominate Eva Schulte. The motion was seconded.

Councilmembers discussed the appointment and the fact that the appointee will be a non-voting member.

CJ Seitz was appointed by the following vote:
Seitz: 4 - Browne, Buchanan, Byrd, Elenbaas
Schulte: 2- Frazey, Kershner
Neither: 1 - Donovan

CJ Seitz was APPOINTED.
2. [AB2020-085](#) Appointment to fill one Special District vacancy on the Consolidated Drainage Improvement District #31 Board of Supervisors, Supervisor Position 3 - applicant(s): Vernon Dykstra

Byrd moved and Kershner seconded that Vernon Dykstra be NOMINATED AND APPOINTED. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner
Nay: 0
Absent: 0
3. [AB2020-078](#) Appointments to fill vacancy on the Birch Bay Watershed and Aquatic Resources management Advisory (BBWARM) Committee - Applicant: Jackie Bourgault (Council Acting as the Flood Control Zone District Board of Supervisors)

Kershner moved that the Council Appointment be APPOINTED. The motion was seconded. The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Frazey, Elenbaas, and Kershner
Nay: 0
Absent: 0

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-090](#) Request confirmation of the Executive's appointments of Diana Phair, Hadrian Starr and Marc Walker to the Whatcom County Housing Advisory Committee

Donovan moved and Frazey seconded that the Executive Appointment be CONFIRMED. 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 one through two. The motion was seconded (see votes on individual items below).

1. [AB2020-092](#) Ordinance amending Whatcom County Code (WCC) 2.150, Whatcom County Veterans' Advisory Board, and WCC 2.152, Veterans' Assistance Program

Donovan moved and Frazey 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. [AB2020-086](#) Ordinance granting Cellco Partnership d/b/a Verizon Wireless, a non-exclusive franchise for the provision of wireless telecommunications services

Donovan moved and Frazey seconded that the Ordinance Requiring a Public Hearing 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.

Kershner moved to establish a work group with membership including two representatives from the Lummi Island Ferry Advisory Committee (Patricia Dunn and Rhayma Blake), two representatives from the Public Works Department (Jon Hutchings and Randy Rydell), Tyler Schroeder from the Executive's Office, and two representatives from the Council (Todd Donovan and Ben Elenbaas) as described by Roland Middleton in Public Works.

The motion carried by the following vote:

Aye: 7 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: 0

Councilmembers discussed a motion that was approved in the Planning Committee to draft a letter to the Whatcom County Business and Commerce Advisory Committee concerning their recommendations about housing.

Satpal Sidhu, County Executive, stated that Mark Personius, Planning and Development Services Department Director, sent an email with his responses to the committee’s recommendations and asked that the Council read that email before drafting a letter.

The motion forwarded from Planning Committee was withdrawn and ***Councilmembers concurred*** that Ben Elenbaas would draft and bring to the Council for approval a letter addressed to the Whatcom County Business and Commerce Advisory Committee stating the Council is reviewing their recommendations in collaboration with City Planners and will get back to them shortly.

Dana Brown-Davis clarified a timeline for having the City Planners come to speak to the Planning Committee about their perspective on the recommendations.

Councilmembers continued with reports and updates.

ADJOURN

The meeting adjourned at 8:07 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: **AB2020-104**

File ID:	AB2020-104	Version:	1	Status:	Agenda Ready
File Created:	02/21/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of Executive's appointment of Robin Thomas to the Bicycle Pedestrian Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Thomas Application



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 Robin

Last Name Thomas

Today's Date 2/11/2020

Street Address 1015 Mason 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 206-235-3321

Secondary Telephone *Field not completed.*

Email Address rubiclark@yahoo.com

1. Name of Board or Committee **Bicycle/Pedestrian Advisory 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

Field not completed.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

My education and profession is as a Restoration Ecologist. I have not been working in the field for the past five years since I have been caring for my parents. During that time I have moved to Bellingham. I have included my resume in text below. I have been an active commuter cyclist and have been involved in urban planning in Seattle and Whidbey Island as a community activity. I volunteer in community gardens and schools, and am a Master Composter.

Education 1980-1984 B.S. Wildlife Biology Unity College Unity, ME

Selected Work Experience

2010-2015 Whidbey Watershed Stewards Langley, WA Watershed Program Manager

- Develop and manage restoration projects and grants in local watershed program that includes restoration, research and education. Participate in local technical groups including the Shoreline Master Program and Salmon Recovery Programs. Conduct public outreach and education regarding water and wildlife resources. Create service learning projects in schools, and support environmental education center.

2004-2009 People For Puget Sound Seattle, WA Restoration Program Manager

- Managing ecologist for team of 5 scientists and restoration experts in a program to restore Puget Sound shorelines. Responsible for an annual budget ranging from \$125K to \$650k, and overall direction of restoration program. Member of the Puget Sound Nearshore Partnership Implementation team, National Association member of Restore America's Estuaries and the Alliance for Puget Sound Shorelines Restoration group. Project management coordination and development include habitat improvements on private and public land from planning through construction and stewardship. Managed volunteer programs and increased participation from 700 to 2,500 volunteers annually. Oversight of grant management and funding for habitat projects and programs.

1999-2004 EarthCorps Seattle, WA Russian Program Coordinator

- Developed a new overseas program for EarthCorps in partnership with the Great Baikal Trail Association, whose mission is to build sustainable eco-tourism infrastructure by introducing service tourism to the Lake Baikal region. Traveled extensively to manage international work camps and all aspects of implementation of the program. Managed federal and private foundation funding and fund development for the project.

Greenway Program Coordinator • Founded a program within EarthCorps with 3 staff

members and 16 Americorps members. Conducted an experiential training program covering the gamut of Environmental Restoration techniques including, habitat management, invasive weed removal, plant propagation, trail building and planning, and riparian habitat improvement. Managed large scale tree planting efforts with volunteers. Responsible for all aspects of program development, training, safety, and budget management.

• Peace Corps Paraguay Environmental Education Specialist • Developed rural environmental education project in Paraguayan district of Natalio. Worked with local farmers to develop better practices for agricultural and forest sustainability. Established youth and women's groups in the local community based on skills sharing, and spread of sustainable agricultural techniques.

1991-1994 Shapiro and Assoc. Seattle, WA Wetlands Scientist • Performed a variety of wetland habitat monitoring and restoration and wetland delineations. Other projects included wildlife monitoring, Thurston and Whatcom County wetlands mapping. Worked as part of a multi-disciplinary team of scientists on projects around the Puget Sound.

10. Please describe why you're interested in serving on this board or commission

I believe it is important for people to be able to walk and cycle safely, and that by bringing more active ways to get around we will improve the health of our citizens and the connections we share in Whatcom County. As our population has grown it has become more difficult to ride or walk, and I think this is a great loss to our community. Providing ways for families to ride together and explore our beautiful county will bring more people out to farms, and smaller towns and connect the denser urban center of Bellingham to places like Lynden, Blaine and Everson. I have been impressed by other American cities that have connected their landscapes and they have shown that it is smart economic planning and that people want to use this kind of infrastructure.

References (please include daytime telephone number):

Rick Baker, Whidbey Watershed Stewards 949 726-2713
Su Thieda, Earth Corps 206 391-3640

Signature of applicant:

Robin Thomas

Place Signed / Submitted

Bellingham WA



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-122**

File ID:	AB2020-122	Version:	1	Status:	Agenda Ready
File Created:	02/28/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request confirmation of the Executive's appointment of Pam Sheppard to the Point Roberts Community Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached application and correspondence

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Sheppard application, Recommendation



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	Pamala
Last Name	Sheppard
Today's Date	12/18/2019
Street Address	1981 Wellington dr
City	Point Roberts
Zip	98281
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	3609451816
Secondary Telephone	<i>Field not completed.</i>
Email Address	auntiepamsheppard@gmail.com
1. Name of Board or Committee	Point Roberts Community Advisory 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 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 the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am the owner of Auntie Pam's Country Store. I have been Chamber President, president of Trinity Church Council, President of Point Roberts Events Council, Director of the Point Roberts Arts Foundation, Coordinator for the Arts and Music festival for 12 years, produced July 4th parade and activities for 15 years. Girl Scout leader, Bible school teacher and foster parent.
10. Please describe why you're interested in serving on this board or commission	I want to bring some calm, sensible, hardworking energy to this board. I think we can address all issues in a timely way and find the common ground between groups. I started PRACAC when I was Chamber President in 2008, to bring together our many groups to address common goals.
References (please include daytime telephone number):	Loren Nielsen-360-945-3116 Mary Hoffman - 360-945-2416 Allison Calder - 360-5140
Signature of applicant:	Pamala Sheppard
Place Signed / Submitted	Point Roberts

February 28, 2020

County Executive Satpal Sidhu
Whatcom County Administrative Building
108-311 Grant Avenue
Bellingham, Washington
98225

Dear Executive Sidhu:

**Re: Point Roberts Community Advisory Committee (PRCAC)
At-Large Appointee Recommendation**

In 2018, after communications with the County Executive on the above issue, our community actively solicited input on how to fill the PRCAC vacancy created by the departure of At-Large member Linda Hughes.

The concept of, and strategy behind, the initiative to **Help Select the PRCAC At-Large Appointee** was designed to build community equity within the County's decision-making process.

The process, used again in 2019, involved posting notice of the opening and soliciting interested parties to apply, both to the County formally and to the community. Those interested in being considered, and the community at large, attended a community town-hall. The process culminated with an online indication of preference. We believe that the process has again largely achieved our objectives.

Over 150 individuals - both Americans and Canadians - participated in the process, a number that we consider both meaningful and significant.

Individuals were asked to choose between two extremely well-qualified interested parties: **Craig Grossman and Pamala Sheppard**. I would like to acknowledge and thank them both for stepping forward. Each of them made a compelling case to the community for their appointment.

After one week of polling, the community has indicated its preference, and **Pamala Sheppard** was supported by 60.3% of those participating.

The candidates both assured us that that submitted complete applications to your office. If any further documentation or information is needed from Ms Sheppard, please let her and/or PRCAC know, so that we can make sure all requirements are satisfied.

Point Roberts trusts that you will give our community's recommendation appropriate weight in making your final decision on this important appointment. We hope you appreciate that, as in any other small community, volunteerism is the lifeblood of Point Roberts.

On behalf of all of us, we wish you and your family and staff the very best for a happy and healthy 2020.

All the best,

Stephen T. Falk

Secretary, Point Roberts Community Advisory Committee.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-091**

File ID:	AB2020-091	Version:	1	Status:	Agenda Ready
File Created:	02/14/2020	Entered by:	RKlein@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance waives term limit requirement under Whatcom County Code 2.03.030 (B) for the Portage Bay and Drayton Harbor Shellfish Protection District Advisory Committees

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Ordinance

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**



**Jon Hutchings
Director**

NATURAL RESOURCES

322 N. Commercial, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Gary Stoyka, Natural Resources Manager *GS*
Erika Douglas, Senior Planner *ED*

DATE: February 13, 2020

RE: Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts

Please find enclosed for your review and signature an ordinance amending Whatcom County Code 16.20.065 Whatcom County Shellfish Protection Districts Advisory Groups.

Requested Action

On behalf of the Portage Bay and Drayton Harbor Shellfish Protection District Advisory Committees, Public Works respectfully requests that Whatcom County Council and County Executive approve the ordinance amending Whatcom County Code 16.20.

Background and Purpose

This amendment removes term limits for Portage Bay and Drayton Harbor Shellfish Protection District advisory committee members.

Portage Bay and Drayton Harbor Shellfish Protection District Advisory Committees currently have four and three vacancies, respectively. There have been no recent applications submitted to fill these positions. The advisory committees approved a recommendation to Council to remove term limits at their January 29, 2020 joint meeting.

Portage Bay and Drayton Harbor Shellfish Protection District Advisory Committees are essential to the progress that has been made to upgrade shellfish beds in Whatcom County. Over the past four years, upgrades have occurred in Drayton Harbor, Birch Bay, and Portage Bay. Active participation from advisory committees representing diverse community interests has been key to developing and implementing a successful program. This amendment provides an opportunity for interested advisory committee members to remain engaged in the committee after two terms if Council does not appoint another applicant.

Please contact Erika Douglas at extension 6294 or Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.

ORDINANCE NO. 2020-

AMENDMENT TO WHATCOM COUNTY CODE 16.20.065
ADVISORY GROUPS FOR WHATCOM COUNTY SHELLFISH PROTECTION DISTRICTS

WHEREAS, the Portage Bay and Drayton Harbor Shellfish Protection District Advisory Committees are each comprised of 11 members appointed by the County Council ; and

WHEREAS, two positions on each of the advisory committees will be available for tribal representation; and

WHEREAS, appointments to boards, committees and commissions made by the council may be for a term up to four years; and

WHEREAS, no board, commission or committee member shall serve more than two consecutive full terms; and

WHEREAS, a citizen may become eligible for reappointment to a board, commission or committee after a one-year period of separation from that respective board, commission or committee on which he or she has previously served; and

WHEREAS, the Portage Bay Shellfish Protection District Advisory Committee currently has four vacancies after three members completed their second consecutive full term on January 31, 2020; and

WHEREAS, the Drayton Harbor Shellfish Protection District Advisory Committee currently has three vacancies after two positions completed their second consecutive full term on January 31, 2020; and

WHEREAS, it has been difficult to find advisory committee applicants to fill all of the advisory committee positions; and

WHEREAS, there are committee members who have completed two terms and are not presently eligible to reapply; and

WHEREAS, allowing interested committee members who have completed two terms to reapply and serve on the committees would provide the opportunity for a larger pool of potential applicants to fill positions.

35 WHEREAS, at their January 29, 2020 joint meeting, the Portage Bay and Drayton
36 Harbor Shellfish Protection District Advisory Committees approved a recommendation to
37 the Whatcom County Council to remove term limits from these advisory committees,

38 NOW THEREFORE, BE IT ORDAINED by the Whatcom County Council that
39 Whatcom County Code Chapter 16.20 is hereby amended as shown in Exhibit A.

40 ADOPTED this ____ day of _____, 2020.

41
42 WHATCOM COUNTY COUNCIL
43 ATTEST: WHATCOM COUNTY, WASHINGTON
44

45
46 _____
47 Clerk of the Council Barry Buchanan, Council Chair
48

49
50 APPROVED AS TO FORM: () Approved () Denied
51

52 
53 _____
54 Christopher Quinn Satpal Singh Sidhu
55 Senior Prosecuting Attorney- Civil Division County Executive
56

58 **Chapter 16.20**59 **WHATCOM COUNTY SHELLFISH PROTECTION DISTRICTS**60 | 16.20.065 Advisory groups.

61

62 | A. **16.20.065 Advisory groups.** The advisory committees shall comply with the
63 requirements of Whatcom County Code (WCC) 2.03, Boards and Commissions
64 unless otherwise specified for under WCC, Chapter 16.20.65 | B. The board of supervisors shall appoint advisory committees of not more than 11
66 members to advise on the overall operations of the Drayton Harbor and Portage
67 Bay Shellfish Protection Districts. Two positions on each of the advisory
68 committees will be available for tribal representation. In establishing district
69 advisory committees, all members shall have a direct interest in the district.
70 (Ord. 2014-058, Ord. 2012-055, Ord. 2010-046; Ord. 2009-042 Att. C; Ord.
71 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord.
72 98-019 Att. C; Ord. 95-036).73 | C. The Birch Bay Shellfish Protection District Advisory Committee will be dissolved
74 and shellfish protection advisory duties will be assigned to the Birch Bay Water
75 and Aquatic Resource Management (BBWARM) District Advisory Committee, an
76 existing advisory committee that provides recommendations on projects and
77 programs to protect water quality in the Birch Bay watershed.78 | D. Member terms will be four years, unless otherwise required by the Revised Code
79 of Washington (RCW). Council may waive the term limit requirements of WCC
80 2.03 as it applies to this Chapter.81 | D.E. Each advisory committee shall dissolve when its related district dissolves
82 per WCC 16.20.050.



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-093**

File ID:	AB2020-093	Version:	1	Status:	Agenda Ready
File Created:	02/18/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending Whatcom County Code 1.32, Public Records, to delete provisions related to exhaustion of administrative remedies

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance amending Whatcom County Code 1.32, Public Records, to delete provisions related to exhaustion of administrative remedies

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments:

ORDINANCE NO. _____

AMENDING WHATCOM COUNTY CODE (WCC) 1.32 , PUBLIC RECORDS, TO DELETE PROVISIONS RELATED TO EXHAUSTION OF ADMINISTRATIVE REMEDIES

WHEREAS, Chapter 1.32 WCC, Public Records, was adopted in Ordinance No. 2018-034 on June 5, 2018; and

WHEREAS, in December 2019 the Washington Supreme Court in *Kilduff v. San Juan County* ruled that an agency could not require that a public records requestor exhaust administrative remedies prior to bringing suit under the Public Records Act (PRA); and

WHEREAS, WCC 1.32.070(d) and (e) currently require a requestor to exhaust administrative remedies prior to bringing suit under the PRA.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code 1.32.070 is hereby amended as outline in the attached Exhibit A.

ADOPTED this ____ day of _____, 2020.

ATTEST:

Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Satpal Sidhu,
County Executive

() Approved () Denied

Date Signed: _____

1 EXHIBIT A

2 Chapter 1.32
3 PUBLIC RECORDS

4 Sections:

- 5 1.32.010 Purpose.
- 6 1.32.020 Construction.
- 7 1.32.030 Disclosure of public records required.
- 8 1.32.040 Public records officer.
- 9 1.32.050 Public records request.
- 10 1.32.060 Lists of individuals.
- 11 1.32.070 Review of denial and exhaustion of administrative remedies.
- 12 1.32.080 Charges for records.
- 13 1.32.090 Exemptions.
- 14 1.32.100 Index of public records.

15 1.32.010 Purpose.

16 The purpose of this chapter is to ensure compliance with the provisions of Chapter [42.56](#) RCW and other
17 applicable law relating to disclosure of public records. (Ord. 2018-034 Exh. A).

18 1.32.020 Construction.

19 The provisions of this chapter shall be liberally construed to provide public access to public records
20 concerning the conduct of government, mindful of individuals' privacy rights and the desirability of the
21 efficient administration of government. (Ord. 2018-034 Exh. A).

22 1.32.030 Disclosure of public records required.

23 The county council, the county executive, and each county department, agency, division, board, office,
24 commission, or other county entity shall make available for public inspection and copying all public
25 records the disclosure of which is required by Chapter [42.56](#) RCW or other law. (Ord. 2018-034 Exh. A).

26 1.32.040 Public records officer.

27 A. The county executive shall appoint a public records officer who shall provide centralized oversight,
28 guidance and leadership to fulfill public records requests for the county.

29 B. Subject to subsection C of this section, the public records officer shall:

30 1. Serve as a point contact for members of the public in requesting disclosure of public records; provided,
31 that requests may also be presented to county offices and departments;

32 2. Oversee compliance with the public disclosure requirements of this chapter; and

1 3. Adopt such policies and procedures as may be necessary to carry out the provisions of this chapter
2 consistent with applicable laws.

3 C. The public records officer shall publish his or her name and contact information in a way reasonably
4 calculated to provide notice to the public, such as posting at the county's primary place of business,
5 posting on the county's internet site, or including in county publications.

6 D. The department head will establish and follow rules for records management in their department. The
7 department head will designate a contact for public records requests. (Ord. 2018-034 Exh. A).

8 **1.32.050 Public records request.**

9 A. The public records officer shall provide a set of uniform public disclosure request forms for use
10 throughout the executive and legislative branches of county government. All requests for public records
11 shall be presented in writing to the public records officer or to the public records designee of the
12 department, agency, division, board, office, commission, or other county entity believed to be responsible
13 for the records being requested. The request shall include the following:

14 1. The name and contact information of the person making the request for the record;

15 2. Reasonable notice that the request is for the disclosure of public records pursuant to the Public
16 Records Act; and

17 3. Identification of the requested records by reference to names, title, subject matter, and time frames, or
18 other means adequate for the public records officer or public records designee to locate the requested
19 records.

20 B. Upon receiving a request, the public records officer or public records designee shall document the date
21 the request was received.

22 C. Departments and offices of elected or appointed officials having records that have customarily been
23 open to public inspection and/or copying may, at the option of the heads of such departments or offices,
24 permit inspection and copying without requiring such requests in writing. (Ord. 2018-034 Exh. A).

25 **1.32.060 Lists of individuals.**

26 In the case of a request for records that may contain a list of individuals, prior to receiving the records, the
27 person making the request must furnish an affidavit stating either:

- 1 A. That he/she is not requesting the list for commercial purposes; or
2 B. That he/she is specifically authorized or directed by law to obtain the list of individuals for commercial
3 purposes, and that identifies such law. (Ord. 2018-034 Exh. A).

4 ~~1.32.070 Review of denial and exhaustion of administrative remedies.~~

5 A. Any person who objects to the initial denial or partial denial of a request for a public record subject to
6 Chapter [42.56](#) RCW may petition in writing (including email) to the public records officer for a review of
7 that decision. The petition shall include a copy of or reasonably identify the decision denying the request.

8 B. The public records officer shall promptly provide the petition and other relevant information to the
9 prosecuting attorney or his/her designee.

10 C. The prosecuting attorney or designee shall consider the petition and affirm or reverse the denial within
11 two business days after the public records officer's receipt of the petition, or within such other time as the
12 county and the requestor may mutually agree.

13 ~~D. Administrative remedies shall not be considered exhausted until the prosecuting attorney or designee
14 has made a written decision, or until the close of the second business day following receipt of the written
15 request for review of the action of the public records officer, whichever occurs first.~~

16 ~~E. For purposes of the public disclosure laws, the action of the public records officer becomes final only
17 after the review conducted under this section has been completed. No lawsuit to review the action taken,
18 compel the production of a public record, or impose a penalty, costs, or attorney fees shall be brought
19 before the administrative remedies set out in this section have been exhausted by the party seeking the
20 record.~~ (Ord. 2018-034 Exh. A).

21 ~~1.32.080 Charges for records.~~

22 A. No fee shall be charged for the inspection of public records under this chapter.

23 B. No fee shall be charged for locating public documents and making them available for copying.

24 C. Pursuant to RCW [42.56.120](#)(2)(b), the county is not calculating all actual costs for copying records
25 because to do so would be unduly burdensome for the following reasons:

26 1. The county does not have the resources to conduct a study to determine actual copying costs for all of
27 its records;

1 2. To conduct such a study would interfere with other essential agency functions. Therefore, the county
2 shall charge fees for copies of records pursuant to the default fees in RCW 42.56.120(2)(b) and (c).

3 D. The county shall charge fees for customized services pursuant to RCW [42.56.120\(3\)](#).

4 E. In addition to the fees and charges in subsections C and D of this section, the department may also
5 require a deposit not to exceed 10 percent of the estimated cost of providing copies for a request. If the
6 department makes a request available on a partial or installment basis, the agency may charge for each
7 part of the request as it is provided. If an installment of a records request is not claimed or reviewed, the
8 department is not obligated to fulfill the balance of the request. (Ord. 2018-034 Exh. A).

9 [1.32.090 Exemptions.](#)

10 Public records that are not subject to disclosure under state law, that are described as exempt by Chapter
11 [42.56](#) RCW, or that are required to be withheld by any other law are exempt from disclosure under this
12 chapter. (Ord. 2018-034 Exh. A).

13 [1.32.100 Index of public records.](#)

14 A. Whatcom County government is comprised of many departments, agencies, divisions, boards, offices,
15 and commissions which maintain separate records and incompatible record-keeping systems. The
16 county's records are voluminous, diverse, complex and stored in multiple locations and in multiple
17 incompatible data bases. Therefore, it would be unduly burdensome and costly to the taxpayers, and
18 would substantially interfere with effective and timely county operations, to develop an index of those
19 records identified in RCW [42.56.070\(3\)](#).

20 B. No county department, agency, division, board, office, commission, or other county entity is required to
21 maintain an index of public records conforming to the requirements of RCW [42.56.070\(3\)](#).

22 C. Any index maintained by an individual department, agency, division, board, office, commission, or
23 other county entity shall be made available for public inspection and copying unless exempt from
24 disclosure or made confidential by law. (Ord. 2018-034 Exh. A).

25
26



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-118

File ID:	AB2020-118	Version:	1	Status:	Agenda Ready
File Created:	02/27/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 6, in the amount of \$339,615

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #6 requests funding from the General Fund:

1. To appropriate \$100,000 in District Court Probation to fund City of Bellingham portion of DV Perpetrator Treatment Program.
2. To appropriate \$5,750 in Sheriff to fund traffic safety equipment from grant proceeds.
3. To appropriate \$11,621 in Non Departmental to fund increase in animal control contract.

In the Swift Creek Sediment Management Fund:

4. To decrease appropriation by \$589,496 in the capital portion of the budget and move it to the new capital projects fund.

From the Affordable and Supportive Housing Fund:

5. To appropriate \$400,000 to fund contracted services to support acquisition, rehabilitation or construction of affordable housing, as well as rental assistance.

From the Countywide Emergency Medical Services Fund:

6. To appropriate \$397,740 to fund Advanced Life Support gurney replacements and to authorize the addition of an EMS Training Coordinator FTE.

From the Conservation Futures Fund:

7. To re-appropriate \$14,000 to fund Whatcom Land Trust services in connection with Seed Orchard Forestry Conservation Easement.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Supporting budget requests

**ORDINANCE NO.
 AMENDMENT NO. 6 OF THE 2020 BUDGET**

WHEREAS, the 2019-2020 budget was adopted November 20, 2018; and,
WHEREAS, changing circumstances require modifications to the approved 2019-2020 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 2019-2020
 Whatcom County Budget Ordinance #2018-064 is hereby amended by adding the following additional
 amounts to the 2020 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
District Court Probation	100,000	(100,000)	-
Sheriff	5,750	(5,750)	-
Non Departmental	11,621	-	11,621
Total General Fund	117,371	(105,750)	11,621
Swift Creek Sediment Management Fund	(589,496)	589,496	-
Affordable and Supportive Housing Fund	400,000	-	400,000
Countywide Emergency Medical Services Fund	397,740	(1,600,000)	(1,202,260)
Conservation Futures Fund	14,000	-	14,000
Total Supplemental	339,615	(1,116,254)	(776,639)

BE IT FURTHER ORDAINED by the Whatcom County Council that Exhibit C – Position Control
 Changes in the 2019-2020 Budget Ordinance should also be amended to provide for the following
 FTE change:

- Add 1 FTE EMS Training Coordinator in Non Departmental.

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



 Civil Deputy Prosecutor

 Satpal Sidhu, County Executive

Date: _____

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 6				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
District Court Probation	To fund City of Bellingham portion of DV Perpetrator Treatment Program.	100,000	(100,000)	-
Sheriff	To fund traffic safety equipment from grant proceeds.	5,750	(5,750)	-
Non Departmental	To fund increase in animal control contract.	11,621	-	11,621
Total General Fund		117,371	(105,750)	11,621
Swift Creek Sediment Management Fund	To decrease capital portion of fund budget and move it to new capital projects fund.	(589,496)	589,496	-
Affordable and Supportive Housing Fund	To fund contracted services to support acquisition, rehabilitation or construction of affordable housing, as well as rental assistance.	400,000	-	400,000
Countywide Emergency Medical Services Fund	To fund Advanced Life Support gurney replacements and recognize Ground Emergency Medical Transport fee revenues.	397,740	(1,600,000)	(1,202,260)
Conservation Futures Fund	To re-appropriate funding for Whatcom Land Trust services in connection with Seed Orchard Forestry Conservation Easement.	14,000	-	14,000
Total Supplemental		339,615	(1,116,254)	(776,639)

Supplemental Budget Request

Status: Pending

District Court Probation

Suppl ID # 3028 Fund 1 Cost Center 1310 Originator: Bruce Van Glubt

Year 2 2020 Add'l FTE Priority 1

Name of Request: DV Perpetrator Opportunity for Services

X		
Department Head Signature (Required on Hard Copy Submission)		Date

Costs:	Object	Object Description	Amount Requested
	4341.4900	Court Services	(\$100,000)
	6630	Professional Services	\$100,000
	Request Total		\$0

1a. Description of request:

The Whatcom County Council and the Bellingham City Council approved in the 2019-20 budgets an amount of money to be spent on Domestic Violence Perpetrator Treatment for indigent defendants court ordered to complete and comply with a Domestic Violence Assessment and recommendations. The County budget for this is \$90,000 and was approved in a previous supplemental budget request. The City's budget is \$100,000 and this supplemental budget request addresses the expenditure approval for the City's portion of the funding. It was determined that District Court Probation would provide the Administrative oversight for the distribution of the funds for both Whatcom County and the City of Bellingham. The City will reimburse the County for qualified expenses agreed upon in an Interlocal Agreement. In recognition for the Administrative oversight of the funds by the County, the City agreed to pay the assessment and treatment costs of defendants sentenced by Bellingham Municipal Court.

Whatcom County's \$90,000 budget allocation has been addressed in a previous supplemental request.

1b. Primary customers:

The primary customers are the indigent defendants who have been court ordered to complete and comply with a state certified Domestic Violence Perpetrator assessment.

2. Problem to be solved:

Whatcom County currently experiences insufficient capacity of, and local accessibility to, certified treatment for defendants who have a history of violent behavior toward intimate partners and family members. These treatment services are often ordered by the courts as part of criminal justice proceedings in an effort to reduce future harm and reduce incarceration. The Whatcom County Incarceration Prevention and Reduction Task Force has identified and supported the need to increase availability of quality treatment services for perpetrators of domestic violence. Whatcom County Council and Bellingham City Council also support initial funding for the expansion of these treatment services locally.

3a. Options / Advantages:

Continue with the current situation and indigent defendants will have difficulty accessing domestic violence assessments and treatment.

3b. Cost savings:

There are no financial savings. If more defendants are able to access domestic violence treatment there is a hope that there will be other benefits such as a reduction in incarceration and a safer community.

4a. Outcomes:

The following data will be collected:

1. Number of assessments completed

Supplemental Budget Request

Status: Pending

District Court Probation

Suppl ID # 3028

Fund 1

Cost Center

Originator: Bruce Van Glubt

2. Number of defendants engaged in treatment
3. Expenditures for assessments by month
4. Expenditures for treatment by month
5. Number of new defendants funded each month
6. Number of defendants ending treatment each month

4b. Measures:

Data will be collected.

5a. Other Departments/Agencies:

Finance who will assist in processing treatment agency invoices.

5b. Name the person in charge of implementation and what they are responsible for:

NA

6. Funding Source:

City of Bellingham

Supplemental Budget Request

Status: Pending

Sheriff

Operations

Suppl ID # 3031 Fund 1 Cost Center 1003512001 Originator: Jacque Korn

Year 2 2020 Add'l FTE Priority 1

Name of Request: WASPC Traffic Safety Equipment Grant 2020

X  02-19-20
 Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	4333.2062	Traffic Safety	(\$5,750)
	6510	Tools & Equip	\$5,750
	Request Total		\$0

1a. Description of request:

The Washington Association of Sheriff's & Police Chiefs (WASPC) approved a Traffic Safety Equipment Grant in the amount of \$5,750 to purchase traffic safety equipment: \$4,200 for 3 radars and \$1,550 for one lidar and speed and distance measuring device.

1b. Primary customers:

The Sheriff's Office and citizens of Whatcom County.

2. Problem to be solved:

Budget authority is needed to purchase traffic safety equipment authorized by WASPC and funded by the Traffic Safety Equipment Grant.

3a. Options / Advantages:

Grant funds were awarded to purchase specific equipment listed in description 1a.

3b. Cost savings:

Cost savings of \$5,750.

4a. Outcomes:

Equipment received as a result of this grant will be used as part of the traffic safety program and will be distributed as part of the agency's commitment to traffic safety and active traffic enforcement. Purchase of this equipment will allow patrol units to increase their ability to enforce traffic violations.

4b. Measures:

Reports describing the use of the equipment and related enforcement activities will be submitted to WASPC by October 15, 2020.

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:

Federal funds of \$5,750 will be provided by the WASPC Traffic Safety Equipment Grant, and the remaining \$1,174 required for the purchase will come from existing Sheriff's Office budget.

The federal grant funds originate from the U.S. Department of Transportation, State and Community Highway Safety Program, CFDA No. 20.600.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3034 Fund 1 Cost Center 4300 Originator: Tawni Helms

Year 1 2019 Add'l FTE Priority 1

Name of Request: *Whatcom Humane Society*

X  2/26/2020
Department Head Signature (Required on Hard Copy Submission) Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$11,621
	Request Total		\$11,621

1a. Description of request:

In April, 2019 the Whatcom Humane Society and Whatcom County entered into a new mid-year agreement. This agreement expires on April 30, 2020 and included a 3% cost increase. The parties have both agreed to extend the agreement through the end of the year with the same terms and cost. This budget supplemental addresses the shortfall created by the 3% increase that was agreed to with the mid-year contract.

1b. Primary customers:

Whatcom County residents

2. Problem to be solved:

The current budget is short by \$11,621 due to the 3% increase negotiated in a mid year agreement.

3a. Options / Advantages:

Extending the agreement will allow us more time to negotiate a new agreement in line with the upcoming biennium process.

3b. Cost savings:

None

4a. Outcomes:

The County will have uninterrupted and continued animal control service through the end of the year.

4b. Measures:

The current contract is extended through the end of the year.

5a. Other Departments/Agencies:

No

5b. Name the person in charge of implementation and what they are responsible for:

N/A

6. Funding Source:

General Fund

Supplemental Budget Request

Public Works

Engineering Design/Const

Suppl ID # 3027

Fund 128

Cost Center

Originator: Randy Rydel

Year 2 2020

Add'l FTE

Priority 1

Name of Request: Swift Creek Fund Capital to Project Based Budget

X

Department Head Signature (Required on Hard Copy Submission)

2/25/20

Date

Costs:	Object	Object Description	Amount Requested
	4334.0310	DOE Grants	\$589,496
	6630	Professional Services	(\$489,496)
	6699	Other Services-Interfund	(\$100,000)
	Request Total		\$0

1a. Description of request:

In 2018 the Swift Creek Sediment Management Fund 128 was created to manage and coordinate the funding of the Swift Creek Sediment Management Plan. In 2019 Whatcom County signed a consent decree that further outlines the needs and projects contained in the management plan. At this time, it is appropriate to move the capital portion of this plan to its own project based budget. Therefore, assuming the simultaneous creation of the Swift Creek Sediment Management Capital Fund, the capital budget in Swift Creek Sediment Management Fund 128 should be reduced to zero for 2020.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

5b. Name the person in charge of implementation and what they are responsible for:

6. Funding Source:

Tuesday, February 25, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3030

Fund 129

Cost Center 129100


Originator: Kathleen Roy

Year 2 2020

Add'l FTE

Priority 1

Name of Request: *New Affordable and Supported Housing Fund*

X 

2/19/2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$400,000
	Request Total		\$400,000

1a. Description of request:

We are requesting expenditure authority from the new Affordable and Supportive Housing Fund to support acquisition, rehabilitation or construction of affordable housing, as well as rental assistance. In accordance with State House Bill 1406 legislation and WA State code RCW 82.14.540, the fund is supported by a distribution of state's sales and use tax back to Whatcom County. As a result, this fund does not increase taxes for taxpayers. Allocating this money to the community for intended purposes is a high priority for the county as well as the seven city partners.

1b. Primary customers:

Funding can only be used to assist people who are at or below 60% of the Area Median Income.

2. Problem to be solved:

Whatcom County has a low vacancy rate for tenants as well as a general housing shortage. Low-income individuals and families are especially challenged to find suitable and affordable housing as a result. Research into the causes of homelessness has found that lack of affordable housing is a reason that some people experience homelessness.

3a. Options / Advantages:

The state passed legislation in its 2019 session that allows counties to take this tax distribution. Discussions with the seven cities have resulted in a mutual decision to take the tax distribution and use it for its intended purposes.

3b. Cost savings:

Actual cost savings will vary depending on how the monies are allocated. Cost savings occur now when rental assistance can prevent evictions and homelessness, and it is expected this will remain the case with these additional funds.

4a. Outcomes:

In Whatcom County, the number of affordable housing units will increase, homelessness will be reduced, tenant stability will be improved, and residents who receive housing support will improve their health and well-being. Whatcom County will facilitate a countywide housing plan with its partner cities. An annual report to the community on the uses, activities, and accomplishments of the new funding will be presented. Unallocated funds from this tax distribution will be held in an account to build the surplus and dedicate to identified affordable and/or supportive housing projects throughout the county as they are developed.

4b. Measures:

Data will be collected through the Homeless Management Information System (HMIS) to include number of people receiving housing assistance, housing retention percentage, and length of stay in housing.

5a. Other Departments/Agencies:

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3030

Fund 129

Cost Center 129100

Originator: Kathleen Roy

The county will work closely with its city partners and housing providers on an ongoing basis which will require regular coordination.

5b. Name the person in charge of implementation and what they are responsible for:

n/a

6. Funding Source:

State sales and use tax revenue.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3026 Fund 130 Cost Center 130100 Originator: T. Helms/M. Hilley

Year 1 2019 Add'l FTE Priority 1

Name of Request: Gurney Replacement and additional GEMT Fee Revenue

X  Department Head Signature (Required on Hard Copy Submission) 2-24-2020
Date

Costs:	Object	Object Description	Amount Requested
	4332.9340	GEMT Payment Program	(\$1,600,000)
	7210.001	Intergov Prof Svcs	\$113,640
	7210	Intergov Prof Svcs	\$284,100
	Request Total		(\$1,202,260)

1a. Description of request:

Medicaid reimbursement for Ground Emergency Medical Transport is projected at \$1.6M for 2020. This revenue is being added into the budget.

The EMS Oversight Board approved for recommendation reimbursement to our Advance Life Support (ALS) providers for the purchase of 7 new power lift gurneys to replace the existing gurneys. This new generation of gurneys is designed with a higher level of patient safety for patients over 250 lbs while using the power lift and also is shown to reduce labor and industry claims resulting from lifting.

In addition, on January 22, 2020 the EMS Oversight Board unanimously approved for recommendation the addition of a full time training coordinator. Training and education for Basic Life Support (BLS) providers is guided by the Medical Program Director and the Trauma Council Education Committee. A needs assessment of available training opportunities has identified several limitations within our existing system. These limitations can be reduced and eliminated through the addition of a full time training coordinator that would be responsible for addressing these gaps.

1. Developing Whatcom County specific content
2. Ensuring content is distributed to all providers
3. Education program management oversight, coordination and quality assurance
4. Providing BLS evaluation and SEI support
5. Eliminating the gap between ALS and BLS training opportunities

The FTE would be funded through existing budget authority via budget transfer.

1b. Primary customers:

The Advance Life Support Agencies and recipients of the Whatcom County EMS system service.

2. Problem to be solved:

Projected revenue is being incorporated into the 2020 EMS budget.

The replacement of the gurneys that are nearing the end of their life cycle with new power lift gurneys will ensure the system is compliant with safety regulations and meet stringent crash rating criteria and reduce L&I injuries related to lifting the older gurneys.

3a. Options / Advantages:

Sustaining the old gurneys beyond their life cycle is not the best option.

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3026

Fund 130

Cost Center 130100

Originator: T. Helms/M. Hilley

3b. Cost savings:

N/A

4a. Outcomes:

The new power lift gurney system will be acquired for all of the Advanced Life Support units.

4b. Measures:

Seven Power Unit gurneys will be purchased for use for the Advanced Life Support units.

5a. Other Departments/Agencies:

No.

5b. Name the person in charge of implementation and what they are responsible for:

6. Funding Source:

This purchase will be funded through the EMS Levy Fund. GEMT revenue has generated more fund balance than originally projected.

Supplemental Budget Request

Planning & Development Services

Planning

Suppl ID # 3029 Fund 175 Cost Center 17550 Originator: Becky Snijder van Wissenkerke

Year 2 2020

Add'l FTE

Priority 1

Name of Request: Seed Orchard Forestry Conserv. Easement

X		2-14-2020
Department Head Signature (Required on Hard Copy Submission)		Date

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	\$12,000
	7320	Land	\$2,000
	Request Total		\$14,000

1a. Description of request:

The proposed budget amendment is to cover the easement monitoring and enforcement fees and baseline documentation costs for the completion of a forestry conservation easement on the Seed Orchard application. This was submitted and approved in 2019, however due to a delay in finalizing the easement, not all of the 2019 budget was expended and needed to be requested again to complete the easement purchase process. The easement cost and escrow and closing costs were paid in 2019.

1b. Primary customers:

The community at large benefits from the PDR program due to the permanent protection of the land for forestry purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to forestry, wildlife, water quality, and educational opportunities are among the benefits for the community.

2. Problem to be solved:

The focus of the Purchase of Development Rights Program is to permanently protect agricultural and forestry lands from conversion to non-working land uses. This property contains productive forestry soils, is adjacent to thousands of acres of working forestlands and has been recommended for protection by the Purchase of Development Rights Oversight Committee.

3a. Options / Advantages:

The Purchase of Development Rights Oversight Committee considers the PDR program to be an integral component of an overall working lands protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural and forestry lands. PDR easements are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural and forestry lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent working land development pattern in a given area. Maintaining a critical mass of viable working lands helps support the forestry economy.

4a. Outcomes:

This easement will result in the permanent protection of 84 acres of working forestlands.

4b. Measures:

Friday, February 14, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Planning & Development Services

Planning

Suppl ID # 3029 **Fund 175** **Cost Center 17550** **Originator: Becky Snijder van Wissenkerke**

The easement on this property will be purchased with assistance from a title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed conservation easement.

5a. Other Departments/Agencies:

This is a joint project which involves the Whatcom Land Trust (on-going monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding. The Department of Natural Resources will also provide ongoing stewardship and management of the site, ensuring adherence to the easement terms.

5b. Name the person in charge of implementation and what they are responsible for:

The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Gabe Epperson is the Executive Director.

6. Funding Source:

Conservation Futures Fund (as requested)
The expenditure will be \$14,000.00.

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax



Mark Personius, AICP
Director

Memorandum

TO: Honorable Whatcom County Councilmembers
Honorable Satpal Sidhu, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS *MP*

FROM: Becky Snijder van Wissenkerke, PDR Program Administrator *BLS*

DATE: February 13, 2020

SUBJECT: Supplemental Budget Request to cover easement monitoring and baseline documentation preparations costs for the Seed Orchard Forestry Conservation Easement acquisition

Introduction

The Purchase of Development Rights (PDR) Oversight Committee recommended purchase of a forestry conservation easement on the Seed Orchard forest property. Whatcom County Council approved the acquisition of this easement through Resolution 2019-026. A supplemental budget request was submitted and approved in 2019 to cover all costs associated with the closing of this forestry conservation easement. Due to a delay in finalizing the easement, not all of the 2019 supplemental budget request was expended. This 2020 supplemental budget request covers the remaining expenses, including the easement monitoring and enforcement fees and baseline documentation costs for the completion of the Seed Orchard easement. The easement cost and escrow and closing costs were paid in 2019.

Background and Purpose

The Seed Orchard forestry conservation easement represents the first forestry conservation easement enacted through the PDR program. Completion of this easement brings an additional 84 acres to the total protected acreage in Whatcom County. Whatcom Land Trust developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easement.

Seed Orchard - PDR Supplemental Budget Request 2020

Seed Orchard Forestry Conservation Easement

- | | |
|---------------------------------------|-------------|
| - Easement monitoring and enforcement | \$12,000.00 |
| - Background Documents preparation | \$2,000.00 |

Subtotal	<u>\$14,000.00</u>
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- Net cost to Whatcom County	\$14,000.00
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Request Summary

This request is to cover the easement monitoring and enforcement fees and baseline documentation preparation costs for the Seed Orchard Forestry Conservation Easement. The easement cost and escrow and closing costs were paid into escrow in December 2019. Resolution 2019-026 authorized the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the forestry conservation easement on this property. The conservation easement was recorded on February 7, 2020.

Please contact Becky Snijder van Wissenkerke, PDR Program Administrator at (360)778-5956 with any questions or concerns.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-119

File ID:	AB2020-119	Version:	1	Status:	Agenda Ready
File Created:	02/27/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance establishing the Swift Creek Capital Projects Fund and establishing a project based budget for Swift Creek Capital Projects

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request establishes the Swift Creek Capital Projects Fund and requests a project based budget to fund Swift Creek sediment management capital projects in the amount of \$5,217,159.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Ordinance

Jon Hutchings
DIRECTOR



Randy Rydel

Financial Services Manager
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6217
www.whatcomcounty.us
RRydel@co.whatcom.wa.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Randy Rydel, Financial Services Manager

DATE: February 26, 2020

RE: **Sumas Mountain/Swift Creek Sediment Management Project**
Ordinance Establishing the Swift Creek Capital Projects Fund and a Project Based
Budget

Requested Action

Enclosed for your review and approval is an ordinance to establish the Swift Creek Capital Projects Fund and a project based budget.

Background and Purpose

The Washington State Legislature awarded Whatcom County an appropriation totaling \$6.4 million for the Sumas Mountain/Swift Creek Sediment Management Project and identified \$10.7 million of projected costs to be allocated in future biennia.

In 2018 the Department of Ecology (Ecology) and the County entered into a no-match grant agreement which incrementally advances the state appropriations to the County as the funds are expended. To date, \$1,182,841 of the state appropriation has been spent on preliminary engineering, permitting, and maintenance.

In 2019 Ecology, the County, and other defendants entered into a Consent Decree (CD) which lays out the scope of work and overall schedule for this ongoing, multi-year project.

The project based budget will account for the revenues and expenditures related to implementing the capital work identified in the CD. The initial budget is intended to cover land acquisition, design, permitting, and the first phases of construction for this multi-year project.

Funding Amount and Source

This ordinance will establish the Swift Creek Capital Projects Fund with an initial project based budget of \$5,217,159.

Please contact Randy Rydel at extension 6217 if you have any questions or concerns regarding this request.

ORDINANCE NO. _____

ORDINANCE ESTABLISHING THE SWIFT CREEK CAPITAL PROJECTS FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR SWIFT CREEK CAPITAL PROJECTS

WHEREAS, Swift Creek, due to the Sumas Mountain landslide, transports large amounts of sediment containing naturally-occurring asbestos (NOA) and metals which poses flooding and health hazards to the surrounding community and environment; and

WHEREAS, the Washington State Legislature awarded Whatcom County an appropriation totaling \$6.4 million for the Sumas Mountain/Swift Creek Sediment Management Project to be distributed by the Department of Ecology (Ecology); and

WHEREAS, the Washington State Legislature has identified \$10.7 million of projected costs to be allocated in future biennia; and

WHEREAS, Ecology and Whatcom County have entered into a no-match grant agreement that will advance allotments of the state appropriation to the County; and

WHEREAS, \$1,182,841 of the state appropriation has been spent on preliminary engineering and maintenance; and

WHEREAS, in December of 2019, Ecology and Whatcom County entered into a Consent Decree which lays out the scope of work and overall schedule for this ongoing, multi-year project; and

WHEREAS, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances that lapse when the project has been completed or abandoned or when no expenditure or encumbrance has been made for three (3) years; and

WHEREAS, this is a multi-year capital project requiring budget approval,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a project based budget fund is hereby established effective March 25th 2020, titled "Swift Creek Capital Projects Fund"

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BE IF FURTHER ORDAINED, that the fund is approved with an initial project budget of \$5,217,159, as presented in attached Exhibit A.

ADOPTED this ____ day of _____, 2020.

ATTEST

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan,
Chair of the Council

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

() Approved () Denied



Christopher Quinn
Senior Deputy Prosecuting Attorney
Civil Division

Satpal Singh Sidhu
County Executive

Date Signed: _____

EXHIBIT A

Supplemental Budget Request


Status: Pending

Public Works **Engineering Design/Const**

Suppl ID # 3033 **Fund** **Cost Center** **Originator: Randy Rydel**

Expenditure Type: One-Time Year 2 2020 Add'l FTE Add'l Space Priority 1

Name of Request: Establish Swift Creek Capital Project Based Budget

X  2/25/20
Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	4334.0310	DOE Grants	(\$5,217,159)
	6630	Professional Services	\$915,000
	6699	Other Services-Interfund	\$150,000
	7320	Land	\$1,900,000
	7380	Other Improvements	\$2,252,159
	Request Total		\$0

1a. Description of request:

In 2018 the Washington State Legislature awarded Whatcom County an appropriation totaling \$6.4 million for the Sumas Mountain/Swift Creek Sediment Management Project to be distributed by the Department of Ecology (Ecology). Ecology and Whatcom County have entered into a no-match grant agreement that advances allotments of the state appropriation to the County. Through 2019 \$1,182,841 of the state appropriation has been spent on preliminary engineering and maintenance. In December of 2019, Ecology and Whatcom County entered into a Consent Decree which lays out the scope of work and overall schedule for this ongoing, multi-year project. Given the capital and multiyear nature of this project it is best suited for a Project based budget. This request establishes a budget authority to spend the remaining \$5,217,159 of this no match state grant.

1b. Primary customers:

Whatcom County residents that live or work near the Sumas River or Swift Creek.

2. Problem to be solved:

Swift Creek has a long history of sediment loading and flooding as a result of an active landslide. Sediment from the slide contains naturally occurring asbestos and heavy metals causing environmental and public health concerns. The Swift Creek Sediment Management Action Plan (SCSMAP) was adopted by the County Council in 2013 to address the problem.

3a. Options / Advantages:

An Environmental Impact Statement that reviewed alternatives was finalized in 2013 for the SCSMAP.

3b. Cost savings:

4a. Outcomes:

Property acquisition, continued design of project elements, permitting, and capital construction of the initial phases of a multi-year project construction schedule.

4b. Measures:

5a. Other Departments/Agencies:

This requires working with the Department of Ecology on funding and grant management.

5b. Name the person in charge of implementation and what they are responsible for:

Wednesday, February 26, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Public Works

Engineering Design/Const

Suppl ID # 3033

Fund

Cost Center

Originator: Randy Rydel

6. Funding Source:

The source of funding for this Supplemental Budget Request is from state funding through a Department of Ecology no-match grant.

Wednesday, February 26, 2020

Rpt: Rpt Suppl Regular



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-120

File ID:	AB2020-120	Version:	1	Status:	Agenda Ready
File Created:	02/27/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	03/10/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance authorizing an interfund loan to finance cash flow for the Swift Creek Capital Projects Fund

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Request authorization to make interfund loans from the Swift Creek Sediment Management Fund to the Swift Creek Capital Projects Fund for cash flow purposes.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff Memo, Proposed Ordinance

Jon Hutchings
DIRECTOR



Randy Rydel
Financial Services Manager
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6217
www.whatcomcounty.us
RRydel@co.whatcom.wa.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, Whatcom County Executive, and
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Randy Rydel, Financial Services Manager

DATE: February 26, 2020

RE: **Sumas Mountain/Swift Creek Sediment Management Project**
Ordinance Authorizing Interfund Loans to Finance Cash Flow for the Swift Creek Capital
Projects Fund

Requested Action

Enclosed for your review and approval is an ordinance to authorize an interfund loan to finance cash flow for the Swift Creek Capital Projects Fund.

Background and Purpose

An ordinance to establish the Swift Creek Capital Projects Fund has been submitted to the County Council for consideration under a separate agenda item.

The Swift Creek Sediment Management Fund (Fund 128) was established in 2018. A capital fund and project based budget is being proposed to facilitate project accounting for the multi-year capital projects that have been identified for the project. From time to time, due to the processing time required to receive grant reimbursements, the capital project funds may need a temporary loan for cash flow purposes.

Funding Amount and Source

This ordinance will authorize the County Treasurer to make inter-fund loans from the Swift Creek Sediment Management Fund to the Swift Creek Capital Projects Fund. The loans shall not exceed \$1,000,000 and shall not be for a term exceeding two years. No interest shall be charged on the loans.

Please contact Randy Rydel at extension 6217 if you have any questions or concerns regarding this request.

ORDINANCE NO. _____
ORDINANCE AUTHORIZING AN INTERFUND LOAN
TO FINANCE CASH FLOW FOR THE SWIFT CREEK CAPITAL PROJECTS FUND

WHEREAS, multi-year capital projects are budgeted in capital project funds to facilitate project accounting; and

WHEREAS, from time to time due to the processing time required to receive grant reimbursements, capital project funds need a temporary loan for cash-flow purposes; and

WHEREAS, the Swift Creek Sediment Management Fund (Fund 128) is the appropriate source to provide cash-flow loans for the Swift Creek Capital Projects Fund,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council: The Whatcom County Treasurer is hereby authorized to make inter-fund loans from the SWIFT CREEK SEDIMENT MANAGEMENT FUND to SWIFT CREEK CAPITAL PROJECTS FUND for cash flow purposes. The loans shall not exceed \$1,000,000 and shall not be for a term exceeding two years. No interest shall be charged on the loans.

BE IT FURTHER ORDAINED, A report of all new interfund loans from the SWIFT CREEK SEDIMENT MANAGEMENT FUND will be provided to the County Council annually.

ADOPTED this ____ day of _____, 20____.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON


Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

() Approved () Denied



Christopher Quinn
Senior Deputy Prosecuting Attorney
Civil Division

Satpal Singh Sidhu
County Executive

Date Signed: _____



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-121**

File ID:	AB2020-121	Version:	1	Status:	Agenda Ready
File Created:	02/28/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Resolution Requiring a Public Hearing		
Assigned to:	Council	Final Action:			
Agenda Date:	03/10/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution and Public Hearing regarding support for a Community Development Block Grant funding application and review of current CDBG funding opportunities

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Whatcom County Council in the Council Chambers, Whatcom County Courthouse, 311 Grand Avenue, Bellingham, on Tuesday, March 24, 2020 at 7:00 p.m. The purpose of the public hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons residing in Whatcom County. \$131,227 is proposed to be available annually to Whatcom, Skagit and Island Counties, through the Opportunity Council, to fund public services that principally benefit low- and moderate-income persons. Comments on the county’s and Opportunity Council’s past performance and use of their 2019 CDBG Public Services Grant will also be received. A Resolution will be reviewed, which would authorize the County Executive to submit an application to the State of Washington for this funding. The draft grant application, including an overview of the proposed public services, will be available for review at the Whatcom County Executive’s office, Suite 108, 311 Grand Avenue, Bellingham, after April 9, 2020. Comments may also be submitted in writing to the Whatcom County Council until the public hearing has been closed. In addition to the public services grant, the County Council will review other CDBG funding opportunities, including the Economic Opportunities Grant Program, which proposes up to \$500,000 of available funding in 2020.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Proposed Resolution, Fact sheets, Scope of work and budget



MEMORANDUM

To: Whatcom County Council Members
From: Satpal Sidhu, County Executive *SS*
Subject: CDBG Grant Application for 2020 Public Services Grant
And CDBG Economic Opportunities Grant
Date: March 2, 2020

Once again, we have been contacted by the Opportunity Council (OC) regarding acting as the lead agency to apply for a grant from Washington State Department of Commerce – we have assisted with this grant for several years now. The 2020 Public Services (Formula) Grant supports new or expanded direct services for persons with low and moderate incomes in the Whatcom, Skagit and Island County area.

Through a subrecipient agreement with the County, OC will administer this grant and oversee the distribution of services. The public services grant amount allocated to the tri-county area is \$131,227.

I am supporting this application and recommending to the Council that it be submitted to Washington State Department of Commerce. As part of the application process, we are required to conduct a public hearing in order to receive public input on the use of CDBG funds and to inform the public on the nature of this and other CDBG funding opportunities. One other CDBG opportunity we'll be exploring is the Economic Opportunities Grant, which provides funding for up to \$500,000 for 2020.

As lead agency for the public services pass-through grant, the County Council is required to sign a Resolution in support of the application. We have drafted the Resolution per CDBG guidelines and it is included here.

Thank you for your consideration of this matter. If you have any questions, please don't hesitate to contact me.

/Enclosures

SPONSORED BY: Consent

PROPOSED BY: Executive

INTRODUCTION DATE: 3/10/20

RESOLUTION NO. _____

APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

WHEREAS, Whatcom County is authorized to apply to the state Department of Commerce for a Community Development Block Grant (CDBG); and

WHEREAS, Whatcom County has identified a community development and housing priority need for which to seek CDBG funding; and

WHEREAS, it is necessary that certain conditions be met to receive CDBG funds;

NOW, THEREFORE, be it resolved that Whatcom County authorizes submission of the following application to the state Department of Commerce: a request for up to \$131,227 and any amended amounts to fund public service activities in coordination with the Opportunity Council, and certifies that, if funded, it:

Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

Has provided and will provide opportunities for citizen participation that satisfy the CDBG requirements of 24 CFR 570.486;

Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;

Has established or will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

Has provided technical assistance to citizens and groups representative of low- and moderate-income persons that request assistance in developing proposals;

Will provide opportunities for citizens to review and comment on proposed changes in the funded project and program performance;

Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); and

Has adopted and enforces a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act of 1974, as amended;

Certifies to meeting the National Environmental Policy Act (NEPA) through a determination the CDBG-funded public services will not have a physical impact or result in any physical changes and are exempt under 24 CFR 58.34(a), and are not applicable to the other requirements under 24 CFR 58.6; and are categorically exempt under the State Environmental Policy Act (SEPA) per WAC 197-11-305 (2); and

Whatcom County designates Satpal Sidhu, County Executive, as the authorized Chief Administrative Official and authorized representative to act in all official matters in connection with this application and Whatcom County's participation in the Washington State CDBG Program.

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



RURAL COMMUNITY GRANTS FOR ACTIVITIES THAT BENEFIT LOW-AND MODERATE-INCOME PERSONS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

General Purpose Grants **\$12,000,000**

For planning or construction of public infrastructure, community facilities, affordable housing, and economic development projects. Competitive. Maximum grant up to \$900,000 based on project type. Application materials available in March and due in June.

Housing Enhancement Grants **\$200,000**

For off-site infrastructure or the community facility component of a state Housing Trust Fund project. Competitive. Maximum grant is \$200,000, with potential additional hardship funding. Initial CDBG application forms are submitted with a HTF Stage 2 application.

Public Services Grants **\$1,500,000**

For 17 counties and community action agencies to fund new or expanded services for lower income persons. Allocated by a formula based on population and poverty. Application materials available in February and due in April.

National Objectives

Funded by the US Department of Housing & Urban Development, CDBG activities must meet one of these national objectives:

- Principally benefits low-and moderate-income (LMI) persons.
- Aids in the prevention or elimination of slums or blight.
- Addresses imminent threat to public health or safety

Funding is contingent on HUD approval of the state CDBG Action Plan.



We strengthen communities

Agency contact

Kaaren Roe
SECTION MANAGER

Local Government Division
kaaren.roe@commerce.wa.gov
Phone: 360.725.3018

www.commerce.wa.gov/CDBG

ELIGIBLE APPLICANTS:

Washington State cities/towns with less than 50,000 in population and not participating in a CDBG entitlement urban county consortium; and counties with less than 200,000 in population. A complete list is on Commerce's CDBG webpage.

Other public and non-profit entities and Indian tribes are not eligible to apply directly for state CDBG funding, but may be a partner in projects and subrecipient of funding with an eligible city/town or county.

COMMUNITY DEVELOPMENT BLOCK GRANT

SUMMARY – CDBG Specialty Grant*

Below is information in reference to applying for an Economic Opportunity Grant from the state Community Development Block Grant (CDBG) program.

CDBG is a state administered federal grant that funds eligible local governments for priority community development projects principally benefiting low-and moderate-income persons. A CDBG Fact Sheet listing all CDBG fund opportunities can be found on the CDBG website at www.commerce.wa.gov/cdbg.

All CDBG funded activities must meet at least one of three national objectives of the program:

- Principally benefit low- and moderate-income persons (LMI = 80 percent of county median income)
- Prevent or eliminate slums or blight
- Meet urgent needs posing serious and immediate threat to public health or safety

*Economic Opportunity Grants	
Eligible Applicants	<p>Cities and towns with less than 50,000 people and not participating in a CDBG entitlement urban county consortium; and counties with populations less than 200,000 or have not opted to become CDBG entitlement. The Appendix includes a map and list of local governments served by the state CDBG program.</p> <p>Subrecipients: Special purpose districts, public housing authorities, community action agencies, economic development councils, other nonprofit organizations and Indian tribes are not eligible to apply, but may be a partner in projects and subrecipient of funding through an eligible cities/town or county applicant.</p>
Eligible Activities	<ul style="list-style-type: none"> • Acquisition, final design (only when part of a construction project), construction, reconstruction, or installation of public facilities and community facilities. • Clearance, demolition, removal, and rehabilitation of building and housing. • Activities in support of affordable housing. • Some economic development activities, such as local microenterprise assistance programs and public infrastructure directly resulting in job creation. <p>A variety of activities are eligible for CDBG funding under Section 105(a) of Title I of the Housing and Community Development Act of 1974 located in Appendix A.</p>
Priority Activities	Economic Opportunity Grants for activities that grow economies, promote vibrant and resilient rural communities, and result in sustainable infrastructure. The highest priority is to fund economic development and energy related activities.
Ineligible Activities	<ul style="list-style-type: none"> • New housing construction • Government buildings • Regular government operations • Facility maintenance/operations • Most equipment • Projects located in a Floodway • CDBG application preparation costs <ul style="list-style-type: none"> • Preliminary engineering not included in a construction project • Professional services and contractors not procured following CDBG requirements • Most projects located in a CDBG entitlement area
Total Funds Available	Up to \$483,000, which may be allocated as loans through partnership with Craft3 .
Limit Per Job or Household	The CDBG investment limit is \$35,000 per household or per job created/retained (with limited exceptions).
Timeline	Applications can be submitted on an ongoing basis and will be awarded on a funds available basis.

<i>Number of Applications Allowed</i>	A local government can submit one application per CDBG program year. Exception: A local government may submit two applications if one is for microenterprise assistance.
<i>Timing of Funds</i>	CDBG cannot fund construction contracts already underway. Eligible costs incurred after the CDBG award date can be reimbursed by Commerce, but only after a grant contract is formally executed and the CDBG-specific NEPA/SEPA procedures are completed.
<i>Length of Benefit</i>	Funded acquisition or construction activities must provide the intended benefit for at least 10 years.

Attachment #1 – Scope of Work & Budget

SCOPE OF WORK

A. Service Programs

NOTE: List the specific public service activities from the CDBG application's Project Description & Low- and Moderate-Income Benefit Table, or reference the CDBG application's Project Description & Low- and Moderate-Income Benefit Table.

CDBG Whatcom Narrative:

In Whatcom County, CDBG funds will support services and activities in East Whatcom County, a region of Whatcom County that includes many low-income residents in a geographically remote and underserved rural community. Services will be provided and coordinated by Opportunity Council information and referral specialist at the East Whatcom Regional Resource Center. The primary activities will be connecting low to moderate income community members with services including early childhood education, food resources, and energy assistance programs.

CDBG Island County Narrative:

In Island County, CDBG funds will increase capacity to serve low-income households including housing support services. This funding supports current homeless housing and prevention screening, qualifying and enrolling clients in services such as Basic Food and other supportive programs. This service center, located in Oak Harbor, will also engage and refer to other local service providers to serve homeless, veterans and those with mental health and chemical dependency issues.

CDBG San Juan Narrative:

CDBG Public Services grant will provide support to the three Community Resource Centers on San Juan, Orcas and Lopez Islands in San Juan County. The geography and limited transportation systems in San Juan County create a significant challenge in providing services to low-income households. The Community Resource Centers are the conduit that connects people to services on each of the islands and the mainland as well. Opportunity Council will contract for information and referral services with each Community Resource Center so residents can access housing, food, energy assistance, and employment opportunities.

2020-21 CDBG Public Services Grant Budget

Cost Categories	2020-21
Staffing	\$97,856.50
Goods & services	\$18,396.65
Travel	\$913.31
Indirect	\$14,060.54
TOTAL	\$131,227.00