

# **Whatcom County Council**

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



## **Meeting Agenda**

**VIRTUAL MEETING - PUBLIC ENCOURAGED TO VIEW ONLINE  
THROUGH THE LEGISLATIVE INFORMATION CENTER**

**Tuesday, March 24, 2020**

**2 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.

**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**

**WHATCOM COUNTY COUNCIL MEETING  
MARCH 24, 2020**

**COUNCILMEMBERS WILL PARTICIPATE IN THIS  
MEETING REMOTELY**

Councilmembers will participate in this meeting remotely through an online web-based meeting platform. Councilmembers will NOT be present in the Council Chambers for this meeting.

Per requirements of the Open Public Meetings Act, the Council Chambers will be open to the public and audio of the meeting will be available. **Whatcom County strongly encourages members of the public to view the meeting live online through the Council's LEGISLATIVE INFORMATION CENTER rather than attending in person.**

There will be no opportunity for the public to speak during this meeting. Written comments may be submitted to [council@co.whatcom.wa.us](mailto:council@co.whatcom.wa.us) by 1 p.m. March 24. Please see agenda for specifics.

In accordance with COVID-19 guidance from the Centers for Disease Control (CDC) and the Whatcom County Health Department, gathering of large groups is currently not recommended due to the potential transmission of this disease.

If you do attend the meeting in the Council Chambers, please consider the CDC Guidelines available here: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. These guidelines include the following:

- Stay home if you are sick
- Cover coughs and sneezes
- Wash your hands before you leave the house and when you arrive
- Maintain a distance of 6 feet between yourself and other people

For more information please contact the Clerk of the Whatcom County Council at 360-778-5010.

# **COUNCIL AGENDA**

**REGULAR COUNCIL MEETING**  
2 p.m. Tuesday, March 24, 2020  
Council Chambers, 311 Grand Avenue

## **CALL TO ORDER**

## **ROLL CALL**

## **FLAG SALUTE**

## **ANNOUNCEMENTS**

Councilmembers will participate in this meeting remotely through an online web-based meeting platform. Councilmembers will NOT be present in the Council Chambers for the meeting. A live video of the online meeting will be projected on the screen in the Council Chambers and a live stream of the meeting will be available for viewing through the Council's Legislative Information Center.

There will be no opportunity for verbal public comment at this meeting (comments may be submitted in writing as indicated below). In accordance with the COVID-19 guidance from the Center for Disease Control (CDC) and the Whatcom County Health Department, gatherings of large groups is currently not recommended due to the potential transmission of disease. Whatcom County strongly encourages members of the public to view this meeting live through the Council's Legislative Information Center at <https://whatcom.legistar.com/Calendar.aspx> . Thank you.

## **EXECUTIVE REPORT**

## **PUBLIC HEARINGS**

Written comments only. Please send comments to [council@co.whatcom.wa.us](mailto:council@co.whatcom.wa.us) by 1 p.m. March 24. Please indicate which hearing item you are commenting on. Thank you.

1. AB2020-121 Resolution regarding support for a Community Development Block Grant funding application and review of current CDBG funding opportunities

**Written comments only. Please send comments to [council@co.whatcom.wa.us](mailto:council@co.whatcom.wa.us) by 1 p.m. March 24. Please indicate in your email that you are submitting comments for AB2020-121. Thank you.**

**Pages 1 - 9**

2. AB2020-154 Resolution supporting a Community Development Block Grant (CDBG) Economic Opportunities grant application

**Written comments only. Please send comments to [council@co.whatcom.wa.us](mailto:council@co.whatcom.wa.us) by 1 p.m. March 24. Please indicate in your email that you are submitting comments for AB2020-154. Thank you.**

**Pages 10 - 13**

## **OPEN SESSION (20 MINUTES)**

No open session is scheduled for this evening. Please send comments to [council@co.whatcom.wa.us](mailto:council@co.whatcom.wa.us) by 1 p.m. March 24. Please indicate in your email that you are submitting comments for open session. Thank you.

## **OTHER ITEMS**

1. AB2020-110 Request authorization for the County Executive to enter into a contract between Whatcom County and Freedom 2000, LLC dba Cando Recycling and Disposal to lease the Johnson Road Transfer Station Facility in Point Roberts, in the amount of \$750 per month

**Pages 14 - 40**

2. AB2020-118 Ordinance amending the 2020 Whatcom County Budget, request no. 6, in the amount of \$339,615  
**Pages 41 - 57**
3. AB2020-119 Ordinance establishing the Swift Creek Capital Projects Fund and establishing a project based budget for Swift Creek Capital Projects  
**Pages 58 - 63**
4. AB2020-120 Ordinance authorizing an interfund loan to finance cash flow for the Swift Creek Capital Projects Fund  
**Pages 64 - 66**
5. AB2020-140 Request approval for the Council Chair to sign on behalf of the Council the 2020 PIC (Pollution Identification and Correction) Program introductory letter  
**Pages 67 - 69**
6. AB2020-127 Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Lynden to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County  
**Pages 70 - 78**
7. AB2020-128 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and the Whatcom Humane Society to extend the term of the agreement an additional eight months through December 31, 2020  
**Pages 79 - 82**
8. AB2020-133 Request authorization for the County Executive to amend a contract between Whatcom County and Washington State Military for the FY2017 Operation Stonegarden Program grant extending the expiration date, revising Key Personnel, and adjusting grant timeline dates  
**Pages 83 - 92**
9. AB2020-134 Request authorization for the County Executive to enter into a contract between Whatcom County and the City of Bellingham to provide administrative oversight of the Domestic Violence Perpetrator Opportunity for Treatment Services in the amount \$100,000  
**Pages 93 - 117**
10. AB2020-152 Discussion regarding rental eviction proceedings associated with COVID-19 public health emergency  
**Page 118**
11. AB2020-149 Emergency ordinance amending the 2020 Whatcom County Budget, request no. 8, in the amount of \$1,155,821  
**Pages 119 - 124**
12. AB2020-153 Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce for emergency housing funding necessary to immediately respond to the COVID-19 outbreak, in the amount of \$905,821  
**Pages 125 - 153**
13. AB2020-155 Discussion regarding property tax law as it related to COVID-19  
**Page 154**
14. AB2020-156 Discussion with PDS regarding ideas received from the BIAWC related to health order essential function  
**Page 155**

## **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: AB2020-121

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<b>File ID:</b>	AB2020-121	<b>Version:</b>	1	<b>Status:</b>	Introduced for Public Hearing
<b>File Created:</b>	02/28/2020	<b>Entered by:</b>	SMildner@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Resolution Requiring a Public Hearing		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Resolution 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.

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## HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
03/10/2020	Council	INTRODUCED FOR PUBLIC HEARING	Council

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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

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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 or 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](mailto:kaaren.roe@commerce.wa.gov)  
Phone: 360.725.3018

[www.commerce.wa.gov/CDBG](http://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](http://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

<b>*Economic Opportunity Grants</b>	
<b>Eligible Applicants</b>	<p><b>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.</b> 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>
<b>Eligible Activities</b>	<ul style="list-style-type: none"> <li>• Acquisition, final design (only when part of a construction project), construction, reconstruction, or installation of public facilities and community facilities.</li> <li>• Clearance, demolition, removal, and rehabilitation of building and housing.</li> <li>• Activities in support of affordable housing.</li> <li>• Some economic development activities, such as local microenterprise assistance programs and public infrastructure directly resulting in job creation.</li> </ul> <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>
<b>Priority Activities</b>	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.
<b>Ineligible Activities</b>	<ul style="list-style-type: none"> <li>• New housing construction</li> <li>• Government buildings</li> <li>• Regular government operations</li> <li>• Facility maintenance/operations</li> <li>• Most equipment</li> <li>• Projects located in a Floodway</li> <li>• CDBG application preparation costs</li> </ul> <ul style="list-style-type: none"> <li>• Preliminary engineering not included in a construction project</li> <li>• Professional services and contractors not procured following CDBG requirements</li> <li>• Most projects located in a CDBG entitlement area</li> </ul>
<b>Total Funds Available</b>	Up to \$483,000, which may be allocated as loans through partnership with <a href="#">Craft3</a> .
<b>Limit Per Job or Household</b>	The CDBG investment limit is \$35,000 per household or per job created/retained (with limited exceptions).
<b>Timeline</b>	Applications can be submitted on an ongoing basis and will be awarded on a funds available basis.

<b><i>Number of Applications Allowed</i></b>	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.
<b><i>Timing of Funds</i></b>	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.
<b><i>Length of Benefit</i></b>	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

<b>Cost Categories</b>	<b>2020-21</b>
<b>Staffing</b>	\$97,856.50
<b>Goods &amp; services</b>	\$18,396.65
<b>Travel</b>	\$913.31
<b>Indirect</b>	\$14,060.54
<b>TOTAL</b>	<b>\$131,227.00</b>



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2020-154**

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<b>File ID:</b>	AB2020-154	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/19/2020	<b>Entered by:</b>	SMildner@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Resolution		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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

**TITLE FOR AGENDA ITEM:**

Resolution supporting a Community Development Block Grant (CDBG) Economic Opportunities grant application

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

See attached Resolution and staff memo

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Resolution CDBG EOG grant app, Memo to Council re EOG app

SPONSORED BY: Consent

PROPOSED BY: Executive

INTRODUCTION DATE: \_\_\_\_\_

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 small business 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 \$500,000 to fund microenterprise assistance (MEA) 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



# MEMORANDUM

**To:** Whatcom County Council Members  
**From:** Suzanne Mildner, Grant Coordinator  
**Subject:** CDBG Grant Application for 2020 CDBG Economic Opportunities Grant  
**Date:** March 19, 2020

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We have been contacted by the Opportunity Council (OC) regarding acting as the lead agency to apply for a new grant from Washington State Department of Commerce. Please refer to the attached letter from the Opportunity Council regarding this grant and the potential uses of the funding.

As a requirement of the State Department of Commerce CDBG Program, 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. The public hearing scheduled for March 24<sup>th</sup>, 2020 provides for discussion on any/all CDBG funding opportunities, and this specialty grant is one of the opportunities available to Whatcom County. The County Executive supports this CDBG 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 grant 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



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-110

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<b>File ID:</b>	AB2020-110	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	02/25/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Freedom 2000, LLC dba Cando Recycling and Disposal to lease the Johnson Road Transfer Station Facility in Point Roberts, in the amount of \$750 per month

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

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### HISTORY OF LEGISLATIVE FILE

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



**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive  
**FROM:** Regina A. Delahunt, Director  
**RE:** Point Roberts Solid Waste Transfer Station Lease Agreement  
**DATE:** February 14, 2020

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Enclosed are two (2) originals of a contract between Whatcom County and Freedom 2000 dba Cando Recycling and Disposal for your review and signature.

▪ **Background and Purpose**

Whatcom County has a closed solid waste landfill facility located on County owned property in the Johnson Road area of Point Roberts. The County has determined that it is in public interest to continue to provide citizens of the County with the opportunity to recycle and to dispose of self-hauled waste at the Johnson Road Landfill site, and therefore has leased the facility to a private company to provide that service. The lease requires that the leaseholder also provide solid waste curbside collection services, and since Cando Recycling and Disposal has been granted an exclusive G-Certificate by the Washington Utilities and Transportation Commission for the Point Roberts area, they are the only service provider that can fulfill this requirement.

▪ **Funding Amount and Source**

Cando Recycling and Disposal will pay the County for access easements and the use and occupancy of the property in the sum of \$750 per month for a period of five years with the option to renew for an additional five-year term. These funds are included in the 2020 budget. Council approval is required.

▪ **Differences from Previous Contract**

This is a new lease Agreement; however, a similar lease agreement has been in place with this Contractor since 2010.

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

Encl.



**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8540 Environmental Health / 854080 Solid Waste
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	Freedom 2000 dba Cando Recycling and Disposal

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

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	

Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	140101
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
---	---	--


If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>
\$9,000 paid to Whatcom County per year for 5 years	<ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>

Summary of Scope: Lease for access easements and the use and occupancy of the closed Point Roberts Johnson Road landfill site to provide citizens of Whatcom County the opportunity to recycle and dispose of self-hauled waste.

Term of Contract:	5 Years	Expiration Date:	3/31/2025
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Contract Routing:	1. Prepared by:	JT	Date:	12/11/2019
	2. Health Budget Approval:	KR	Date:	01/02/2020
	3. Attorney signoff:	RB	Date:	01/06/2020
	4. AS Finance reviewed:		Date:	2/21/20
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**LICENSE AND LEASE AGREEMENT  
FOR THE USE OF COUNTY-OWNED PROPERTY FOR  
SOLID WASTE DROP BOX FACILITY**

This Agreement is made and executed on the 1<sup>st</sup> day of April, 2020, by and between WHATCOM COUNTY, a municipality hereafter referred to as the 'COUNTY' and FREEDOM 2000 LLC, a Washington limited liability company, dba CANDO RECYCLING AND DISPOSAL, hereafter referred to as 'CANDO', located in Point Roberts, Washington.

**I. RECITALS**

WHEREAS, the County has previously closed its solid waste landfill facility located on County owned property at 2005 Johnson Road in Point Roberts; and

WHEREAS, it has previously been determined by the County that handling of solid waste and recycling in Point Roberts can be more effectively accomplished by private enterprise; and further, that it is in the public interest to continue to provide citizens of the County the opportunity to recycle and to dispose of self-hauled waste at the Johnson Road landfill site; and

WHEREAS, the County has in existence, a facility at the Johnson Road landfill site suitable for continued operation of the solid waste drop box/container and recycling facility; and

WHEREAS, the Washington State Utilities and Transportation Commission (WUTC) has granted Cando a Certificate of Public Convenience for the purpose of providing solid waste collection and source-separated recycling services to residents and businesses in Point Roberts; and

WHEREAS, it is possible that the County as owner of the property may require that a portion of the site be readily available to meet other needs; and

WHEREAS, it is helpful to the parties to identify the incidental uses to which the property may be put by the Lessee in conjunction with the operation of the facility described herein; and

WHEREAS, it is prudent for the parties to make provision within the lease for a transition to another leaseholder in case that becomes necessary during the course of this lease term; and

WHEREAS, the County and Cando mutually agree to the terms of the Agreement herein;

NOW THEREFORE, IT IS UNDERSTOOD AND AGREED:

**II. DEFINITIONS**

A. "Facility" means the drop box/container and recycling site and the improvements and equipment located thereon and operated by the Cando under the terms of this Agreement.

B. "Force Majeure" means acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or accident to machinery, pipelines or materials, other cause, whether of the kind enumerated or otherwise, which is not reasonably within the control of the party claiming the suspension.

C. "Hazardous Waste" shall mean:

1. any dangerous or extremely dangerous hazardous waste as defined in Chapter 70.105 RCW or designated by rule adopted thereunder; or

2. waste that is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste" or "dangerous waste", pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Model Toxics Control Act, Chapter 70.105 RCW, as amended, and the regulations promulgated thereunder; or

3. contains polychlorinated biphenyls or any other substance the storage, treatment, transportation or disposal of which is subject to regulation under the Toxics Substance Control Act, 15 U.S.C. § 2601-2654, as amended, and the regulations promulgated thereunder; or

4. contains a radioactive material the storage, transportation or disposal of which is subject to state or federal regulation.

D. "Premises" is that portion of Property on which the Facility is operated and as described in Exhibit "B" attached hereto which shall include any easements to access the Premises as described below.

E. "Property" is the real property owned by the County and described in Exhibits "A" and Exhibit "C" attached hereto.

F. "Solid Waste" shall be defined by Chapter 70.95 or regulations promulgated thereunder.

G. "Suspicious Waste" is waste which Cando reasonably suspects may be or contains "Unacceptable Waste".

H. "Unacceptable Waste" means any and all waste that is either:

1. Waste which is prohibited from receipt at the Disposal Sites by State, Federal, or Local law, regulation, rule, code, ordinance, order, permit, or permit condition; or

2. Hazardous waste as defined above.

### III. AGREEMENT

A. Facility

1. The County hereby leases the Premises to Cando, for the purpose of operating and maintaining the Facility for the convenience of the residents of Whatcom County. The County further agrees to provide to Cando the non-exclusive use that area outside the Property's lower gated and fenced area, which is necessary for staging and maintaining Cando's curb-side Solid Waste pickup activities in Point Roberts, as shown in Exhibit "B". Notwithstanding the foregoing, the County reserves the right to reasonably modify the Facility layout and area to meet County-defined needs on reasonable notice to Cando.

2. The County agrees to provide Cando and its customers access to the Premises by the easement as set forth in the Statutory Warranty Deed recorded under Whatcom County Auditor's File No. 1278685 extending from Johnson Road to the Property boundary and a grant of access over County land through and to the Property, all as shown in Exhibits "A", "B", and "C".

B. Representations/Warranties

1. The County represents and warrants that it has the right, title and interest in the Property<sup>1</sup> and other properties necessary to grant Cando and the public the right to the access, limited use and limited occupancy of the Premises described under the terms of this Agreement.

2. The County represents and warrants that the operation of the Facility as described in this Agreement does not violate applicable provisions of the County's zoning code, and that no additional land use permit is required (although other permits are likely to be required), provided that access to and use of the Facility is provided only to Cando and its members, agents, and employees, members of the public, local businesses, and recycling collectors, for purposes consistent with the County's Solid Waste Comprehensive Plan. This warranty does not extend to (i) any incidental uses beyond use of the Facility as described herein to which Cando may put the Premises in the course of the lease term designated herein; (ii) Incidental use of the office for business that does not interfere with the use of the Facility as described herein; (iii) Cando's use and storage of equipment that is used primarily in the transfer site business described herein; or (iv) other incidental use beyond that primary use, so long as these incidental uses do not interfere with Cando's and the public's primary use of the Facility and do not otherwise violate land use regulations.

C. Acceptance of Premises

Cando acknowledges that it is familiar with the Premises and the improvements thereon, that no representations have been made by the County as to said Premises and improvements except for those representations made in writing contained in this Agreement and Cando hereby accepts said Premises and improvements for the purposes of this Agreement as they are now situated.

D. Rent and Term

1. Cando shall pay rent to the County in the amount of seven hundred and fifty dollars (\$750) per month payable in advance on the 1<sup>st</sup> day of the month during the term of this Agreement.

2. This Agreement shall be for a term of five (5) years commencing on April 1, 2020 and ending on March 31, 2025, unless terminated earlier per the provisions of Section O, below. The parties further agree to an option to renew for an additional five (5) years, which may be exercised only upon mutual agreement of the parties. The Agreement of the County shall be manifested by the signature of the County Executive.

E. Scope of Operation

Cando shall maintain and operate (the Facility) upon the Premises. The Facility shall be for the use of the general public and businesses. Cando agrees to maintain and operate the Facility

by providing drop box/containers for the separation of recyclables, putrescible garbage, and other materials that may be agreed upon between Cando and the County.

In performing such functions, Cando shall provide sufficient personnel, equipment, and utilities for operation of the Facility in accordance with this Agreement. Notwithstanding the foregoing:

1. Cando shall make the Facility open and available to the public a minimum of two (2) days per week between the months of May through September, and one (1) day per week between the months of October through April, during the hours of 12:00pm to 4:00pm. This schedule may be altered by mutual written agreement if the volume so dictates.

2. In the operation of the Facility, Cando shall not be required to receive, accept or dispose of any Suspicious Waste, Unacceptable Waste, Hazardous Waste, or any other waste which would violate local, state, or federal environmental laws or regulations. Cando reserves the right to inspect any and all waste and other material delivered to the Facility and may reject any such material which Cando believes, or the local area health jurisdiction, or State Department of Ecology ("Ecology") advises, would upon disposal, present a significant risk to human health or the environment or create or expose the County, Facility users, or Cando to significant potential liability.

3. Subject to Section 2 above and Section 4 below, in the operation of the recycling center, Cando shall accept, at a minimum, newspaper, mixed paper, cardboard, aluminum, glass (clear, brown, and green), scrap metal, tin cans, and plastic bottles. So long as it is legally permitted to do so, Cando is allowed to accept batteries, used oil and antifreeze, and may chip woody debris on site. Cando shall be entitled to salvage any materials remaining in Solid Waste received for disposal at the Facility.

4. Cando may refuse the right of access to the Facility to anyone who has violated rules and regulations prescribed by public law pertinent to the operation of the disposal site or to the nature of the waste disposed or which they seek to dispose, or is delinquent on account of any money due to Cando for acceptance of Solid Waste or recyclable materials. Cando may, with the approval of the County, also assess to users of the Facility, a reasonable additional fee or charge as a penalty for failure to comply with the rules and regulations prescribed by the County or Ecology for Solid Waste handling.

F. Disposal and Operation Fees:

1. Cando, upon mutual agreement with the County as to the proposed rate(s), shall have authority to establish rates at the Facility for recycling and Solid Waste disposal, and all revenues collected shall be for the benefit of Cando. The fees charged shall be mutually agreed upon, reviewed annually, and listed in the Whatcom County Unified Fee Schedule. Cando shall prominently post all user fees at the Facility and shall be solely responsible for the collection of such fees.

2. Cando, upon mutual agreement with the County, may reject, or make reasonable additional charges for, or fix new or additional rates for the disposal of Solid Waste which would result in unusual operating or disposal cost, expense or liability, or require special environmental handling or disposal.

G. Independent Contractor:



In the performance of this Agreement, Cando shall act independently and not as an employee, agent or representative of the County. The County shall have no control or supervision of any kind over the employees of Cando, nor shall any of the employees of Cando be deemed to be employees of the County.

H. Maintenance of Facilities/Commit No Waste:

1. Maintenance of the Facility and the Premises shall be the responsibility of Cando except as provided otherwise in this Agreement. The County shall provide snow removal following notification by Cando. Cando shall be otherwise responsible for routine cleaning maintenance (i.e., removal of obstructions, dust control, and spill clean-up) to insure a safe ingress and egress for the public. Cando shall maintain the integrity of all structural improvements as deemed necessary by a competent engineer, including periodic structural repairs to concrete Z-walls. Cando will also ensure the satisfactory inspections of truck scales and other improvements necessary to the operation of the facility and regulated by Washington State Registrations and Licenses Department.

Further, by mutual agreement as to any cost sharing by the parties, the County shall be responsible for installation and maintenance of any future water line, utilities, or perimeter fence, as required.

2. Cando covenants not to commit waste nor permit anyone else to commit waste on the Premises during the term of the contract and to keep the Premises in a neat and orderly condition, provided that this shall not prevent Cando from engaging in the open burning, by mutual agreement, of certain waste materials in compliance with applicable laws, rules and regulations, nor any other conduct or activity reasonably related to the ordinary operation of the Facility.

3. Cando further agrees that the gates and facilities will be secured in the absence of an attendant. In accordance with this Agreement, Cando agrees to maintain, in good condition, the structures and the concrete retaining walls utilized at the Facility.

I. County's Right-of-Entry:

The County retains the right and Cando shall not interfere with the exercise of the right of the County and its agents and employees to enter into and upon the Property at reasonable times for the purposes of inspecting the same and for all other lawful purposes, including operation of the portion of the landfill site on the Property and for the purpose of disposing of debris and other Solid Waste materials if it is determined to be in the best interest of the County and necessary for the preservation of public health and safety by the Health Officer and/or Director of the Whatcom County Health Department.

J. Notices:

All notices, demands, or other writing in this Agreement provided to be given, or sent, or which may be given, made, or sent, by either party hereto to the other, shall be deemed to have been fully given, made, or sent when mailed to the following address and party:

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

CANDO Freedom 2000, dba Cando Recycling and Disposal  
PO Box 865  
Point Roberts, WA 98281

K. Utilities:

All costs and charges for utility services provided to the Premises during the term of this Agreement shall be paid by Cando. Real property taxes, if any, shall be the responsibility of the County.

L. Liens:

Cando shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Cando. In the event that Cando becomes insolvent, or voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Cando, then the County may cancel this Agreement at the County's option.

M. Sublease and Assignment:

Cando agrees not to let or sublet the whole or any part of its limited interest hereunder in the Premises or assign this Agreement or any interest therein without the written consent of the County.

N. Right of Cando to Make Improvements:

Cando may improve or alter the Premises for purposes consistent with fulfillment of its obligations under this Agreement, with prior written consent of the County. Cando shall, before making any improvements or alterations, submit plans and designs to the County for approval. Cando agrees to maintain the existing facilities in good condition at all times, including but not limited to fenced storage area, scale house, structures, and other improvements which exist on the Premises as of the date of this Agreement, Cando shall have the right to remove, alter, or improve any structure or improvement which may be placed upon the Premises by Cando during the term of this Agreement. Cando may remove any improvements that it may install upon the Premises during the period of this Agreement or within 30 days of the termination of this Agreement. If removal of such improvements occurs after the termination of the Agreement, Cando shall conduct such removal only at times and in a manner with which the County concurs, which shall minimize interference with any ongoing operations upon the Premises to which the County has granted its permission. The County shall not unreasonably withhold its concurrence. If such improvements are not removed within the above-stated time period, or a mutually agreed written extension thereof, they shall become the property of the County.

The parties agree to negotiate with each other in good faith and if the County offers to purchase some or all of the improvements that Cando has installed and/or placed upon the Premises, in the event this lease is terminated during its term or is not extended. If the parties are able to agree upon the sale and purchase of any or all of the improvements, the price for such improvements shall be the fair market value thereof, which shall be established by agreement of the parties, or in case the parties are not able to agree upon that value, by a commercial appraiser agreed upon by the parties, or such appraiser as agreed upon by two persons, each party choosing one such person. The

parties agree that the 30-day period for the removal of improvements following the termination or expiration of this Agreement as set forth above shall be tolled during any negotiations contemplated in this paragraph.

O. Reduction or Termination of Service:

If there is a reduction in the volume or waste so that, in Cando's reasonable determination, it is no longer feasible to operate the Facility, Cando may terminate the Agreement upon 30 days written notice to the County.

The County may terminate the lease prior to the end of the lease term for reasons of public necessity, which it must determine in good faith, including but not limited to the following: 1) failure of Cando to abide by the terms of this Agreement, if, after the County has given written notice to Cando of such failure, Cando fails to cure promptly, which shall in any event be no longer than 30 days; 2) sale of Cando to a person or party who does not possess or maintain WUTC certification for the collection of garbage and recyclables in Point Roberts, so long as the County's adopted plans and/or ordinances require certification; 3) failure of Cando to provide regular curbside garbage and/or recycling services, so long as the County's adopted plans and/or ordinances require this service; 4) Cando's failure to maintain its WUTC certification or upon the WUTC's termination or withdrawal of Cando's certificate following 30 days' notice from the County and an opportunity to cure.

P. Indemnification and Hold Harmless:

1. Cando agrees and covenants to indemnify, defend, and save harmless the County and those persons who were, now are, or shall be duly elected or appointed officials or employees or contractors thereof, against and from any loss, damage, costs, charge, expense, liability, claims, demand or judgements, of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omission or default on the part of Cando, its subcontractors and/or employees, except to the extent such injury or damage shall have been caused by or resulted from the negligence of the County or duly elected or appointed officials or employees or contractors. In case any suit or cause shall be brought against the County on account of any act, action neglect, omission, or default on the part of Cando, its agents, subcontractors, and/or employees, Cando hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney fees and other expenses and any and all judgments that may be incurred or obtained against the county, but only to the extent that such costs, charges, fees, expenses, and judgements are attributable to the negligence of Cando or its agents.

2. The County agrees and covenants to indemnify, defend, and save harmless Cando and its officers and directors, against and from any loss, damage, costs, charge, expense, liability, claims, demand or judgements, of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the County, its subcontractors and/or employees, except to the extent such injury or damage shall have been caused by or resulted from the negligence of Cando. In case any suit or cause shall be brought against Cando on account of any act, action, neglect, omission, or default on the part of the County, its duly elected or appointed officials or employees or contractors, the County hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney fees, and other expenses and any and all judgments that may be incurred or obtained against Cando, but only to the extent that such costs, charges, fees, expenses, and judgements are attributable to the negligence of the County or its duly elected or appointed officials or employees or contractors.

3. The County shall indemnify and hold Cando, its officers, directors and shareholders, employees, agents, and subcontractors free and harmless from liability from claims, demands, losses, or expenses, including attorney's fees and costs, with respect to claims by third parties for personal injury, property damage, or other loss to the extent such arises out of the County's past or current operation, closure or post-closure of the Facility, including but not limited to liability or claims arising out of pollution, contamination, or release of chemicals or landfill gas except to the extent such claims arise out of any negligent or intentional actions or omissions of Cando, its agents, employees, officers, or directors.

4. In the event of any suit against any party indemnified under this Agreement, the indemnifying party shall appear and defend such suit provided that the indemnifying party is notified in a timely manner of the suit. The indemnified party shall have the right to approve counsel chosen by the indemnifying party to litigate such suit which approval shall not be unreasonably withheld.

Q. Insurance:

1. Cando shall maintain in effect throughout the term of this Agreement, or any renewal thereof, commercial general liability insurance covering the Premises and its appurtenances in the amount of \$1,000,000 for injury or death of any one person and \$1,000,000 for injury or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000.

2. Cando shall file proof of such insurance with the County prior to the effective date of this Agreement.

R. Laws and Regulations:

1. Cando agrees to conform to and abide by all lawful rules, codes, laws and regulations in connection with the use of the Premises and the construction of improvements and operation of Cando's business thereon and not to permit said Premises to be used in violation of any lawful rule, code, law, regulation, or other authority. Further, Cando shall obtain all necessary permits and licenses for the use and occupancy of the Premises.

S. Mediation:

Notice of any demand for mediation shall be filed in writing with the other party to this Agreement. Demand for mediation shall be made within a reasonable time, and only after a written claim identifying the subject matter of the dispute based upon this Agreement between the parties. The mediation shall be conducted by a neutral mediator agreed upon by both parties.

T. Force Majeure:

Neither Cando nor the County will be liable for failure to perform its part of the Agreement when the failure is due to Force Majeure. However, in any case, the party claiming the benefit of this provision shall use due diligence to remove any such causes and to resume performance under the Agreement as soon as is feasible.

U. Interpretation and Venue:

This Agreement shall be at all times interpreted under and in accordance with the laws of the State of Washington, and, subject to RCW 36.01.050, venue and jurisdiction of any suit brought to enforce any of the terms shall be in the duly-established courts located within Whatcom County, Washington.

V. Integration and Modification:

This written lease Agreement, including any addenda hereto, represents the full and complete Agreement of the parties hereto, and the parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this lease Agreement. No change or addition to it shall be valid or binding upon either party unless such change or addition be in writing, and executed by both parties.

W. Waiver:

Waiver by Lessor of any default in performance by lessee of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

X. Severability:

It is understood and agreed by the parties hereto that if any part of this lease Agreement is determined to be illegal, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed as if the lease Agreement did not contain the particular illegal part.

THIS AGREEMENT is entered into as of the day and year first written above.

PROGRAM APPROVAL


  
\_\_\_\_\_  
John Wolpers, Environmental Health Manager

2/14/2020  
\_\_\_\_\_  
Date

HEALTH DEPARTMENT APPROVAL

  
\_\_\_\_\_  
Regina A. Delahunt, Director

2/14/2020  
\_\_\_\_\_  
Date

FREEDOM 2000 LLC  


David Gellatly, Owner  
Freedom 2000 LLC, dba Cando Recycling & Disposal

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this 14<sup>th</sup> day of February, 2020, before me personally appeared David Gellatly, to me known to be the owner/operator of Freedom 2000 LLC, dba Cando Recycling and Disposal, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be free and voluntary and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS under my hand an official seal this 14<sup>th</sup> day of February, 2020.



Emily P. West  
NOTARY PUBLIC in and for the State of Washington,  
Residing at whatcom co. My commission expires 9/10/2022

WHATCOM COUNTY

\_\_\_\_\_  
SATPAL SIDHU  
County Executive

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand an official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
Residing at Bellingham. My commission expires \_\_\_\_\_.

APPROVED AS TO FORM:


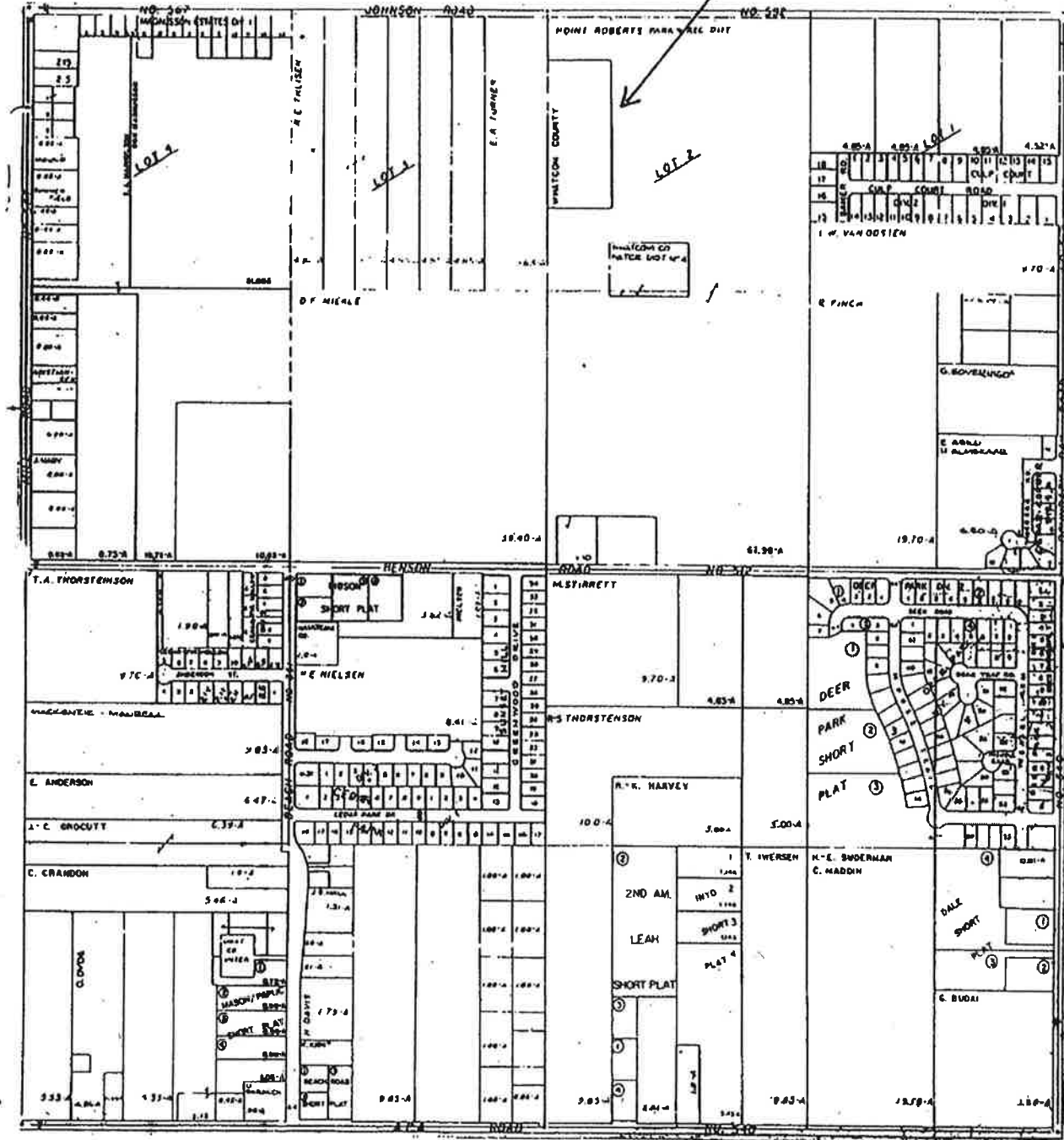
  
\_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney  
Whatcom County

EXHIBIT 'A'

Subject Property



SECTION 2, TOWNSHIP 40 NORTH, RANGE 3 WEST



EXHIBIT 'B'

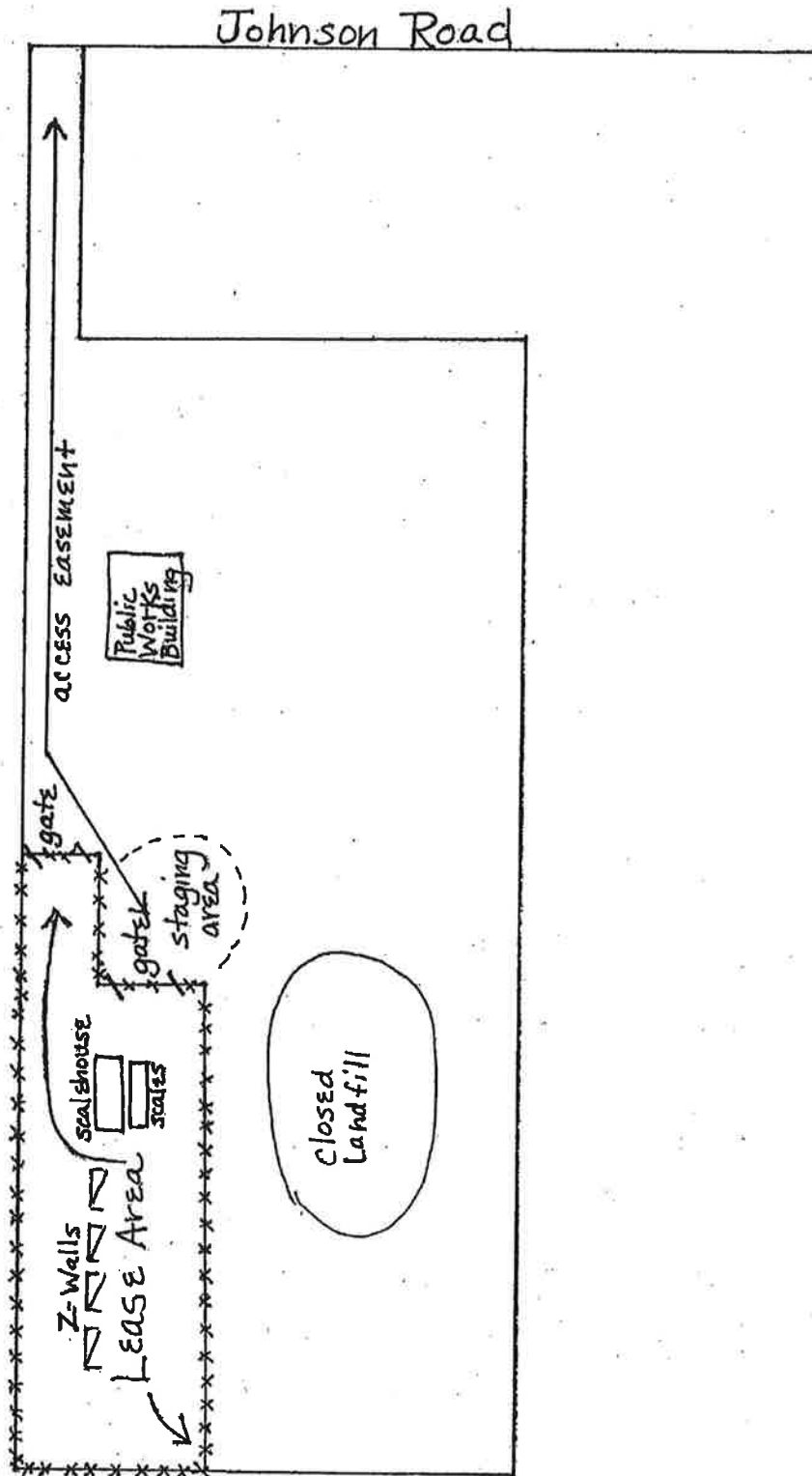


EXHIBIT "C"  
LEGAL DESCRIPTION

A parcel of land in Government Lot 2, Section 2, Township 40 North, Range 3 West of W.M., more particularly described as follows:

Beginning at the Southwest corner of said Government Lot 2, thence northerly along the west line of said Government Lot 2, 400.68 feet to the true point of beginning; thence continuing northerly along said west line 700 feet; thence easterly at right angles to said west line, 312.31 feet; thence southerly parallel to said west line, 700 feet; thence westerly at right angles to said west line, 312.31 feet to the true point of the beginning; containing 5 acres, more or less.

Together with a perpetual easement 30 feet wide described as follows:

The west 30 feet of the west half of the Northeast quarter, less the above-described tract, in said Section 2.

EXHIBIT "D"  
INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rice Insurance LLC 1400 Broadway P.O. Box 639 Bellingham WA 98227	<b>CONTACT NAME:</b> Danielle Couldry <b>PHONE (A/C, No, Ext):</b> (360) 734-1161 <b>E-MAIL ADDRESS:</b> DanielleC@riceinsurance.com <b>FAX (A/C, No):</b> (360) 734-1173																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Mutual of Enumclaw</td> <td>14761</td> </tr> <tr> <td>INSURER B:</td> <td>Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Mutual of Enumclaw	14761	INSURER B:	Evanston Insurance Company	35378	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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<b>INSURED</b> Freedom 2000 LLC DBA: Cando Recycling and Disposal PO Box 865 Point Roberts WA 98281-0865																					

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1971664970                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP000707108	07/09/2019	07/09/2020	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Pollution			CPLMOL100967	07/16/2019	07/16/2020	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$2,000,000
							DEDUCTIBLE	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Whatcom County is named as additional insured per form EG9902 0916. This insurance shall be considered as primary and noncontributory per form CG2001 0413 and shall waive all rights of subrogation per form CG2404 0509.

**CERTIFICATE HOLDER**

Whatcom County  
 509 Girard Street  
 Bellingham WA 98225

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  


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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

WHATCOM COUNTY  
509 GIRARD ST  
BELLINGHAM WA 98225

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### Schedule

---

1. Incidental Malpractice Liability	Included
2. Expected Or Intended Injury	Included
3. Non-Owned Watercraft	Up to 51 Feet in Length
4. Non-Owned Aircraft	Included
5. Property Damage Liability	
• By Use of Elevators	Included
• "Borrowed Personal Property" (Deductible: \$1000)	\$25,000
• Premises Rented to You or Temporarily Occupied by You With Permission of Owner	\$300,000
6. Medical Payments	\$10,000
7. Supplementary Payments - Increased Limits	
• Bail Bonds	\$1,000
• Loss of Earnings	\$500 a day
8. Broad Form Named Insured	Included
9. Newly Formed Or Acquired Organizations - Covered up to 180 days	Included
10. Additional Insured - Broad Form Vendors	Included
11. Knowledge of Occurrence	Included
12. Unintentional Failure To Disclose Hazards	Included
13. Definitions	

**1. INCIDENTAL MALPRACTICE LIABILITY**

**A.** The definition of "bodily injury" in Section V – Definitions is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

**B.** Paragraph 2.a.(1)(d) under WHO IS INSURED (Section II) does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.

This coverage does not apply if you are engaged in the business or occupation of providing any services referred to in paragraph A. above.

**2. EXPECTED OR INTENDED INJURY**

Exclusion a. under COVERAGE A (Section I) is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**3. NON-OWNED WATERCRAFT**

Paragraph (2) of Exclusion g. under COVERAGE A (Section I) is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge.

Paragraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

**4. NON-OWNED AIRCRAFT**

The following paragraph is added to Exclusion g. under COVERAGE A. (Section I):

This exclusion does not apply to

- (6) An aircraft that is:
  - (a) Hired, chartered or borrowed with a paid crew; and
  - (b) Not owned by any insured.

However, paragraph (6) does not apply if other insurance is available to the insured for a loss we cover under paragraph (6), whether primary, excess, contingent or any other basis.

**5. PROPERTY DAMAGE LIABILITY**

**A.** Exclusion j. under COVERAGE A (Section I) is revised as follows:

1. The paragraph immediately following paragraph (6) is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, explosion, smoke or leakage from fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

2. The following paragraphs are added to Exclusion j. under COVERAGE A (Section I):

Paragraphs (3) and (4) of do not apply to the use of elevators.

Paragraph (4) of this exclusion does not apply to "property damage" to "borrowed personal property" while:

- (a) The "borrowed personal property" is on premises occupied by you and owned, leased or rented by you; and
- (b) "Property damage" insurance under this policy applies to the premises.

Subject to paragraph 2. under LIMITS OF INSURANCE (Section III), the most we will pay for "property damage" to "borrowed personal property" is \$25,000 any one "occurrence". Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$1,000. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that

"occurrence". We may pay any part or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

The insurance provided for "property damage" from the use of elevators and for "property damage" to "borrowed personal property" is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to any insured whether primary, excess, contingent or on any other basis.

**B. The last paragraph under Exclusions (Section I – Coverage A) is replaced by the following:**

Exclusions c. through n. do not apply to damage by fire, explosion, smoke or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in paragraph 6. under LIMITS OF INSURANCE (Section III).

**C. Paragraph 6. under LIMITS OF INSURANCE (Section III) is replaced by the following:**

6. Subject to 5. above, the Damage To Premises Rented To You Limit of \$300,000 is the most we will pay under COVERAGE A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, smoke or leakage from fire protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**D. Paragraph 4.b.(1)(a)(ii) under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is replaced by the following:**

- (b) That is Fire, Explosion, Smoke Or Leakage From Fire Protective Systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

## 6. MEDICAL PAYMENTS

**A. Paragraph 1.a. under COVERAGE C – MEDICAL PAYMENTS (Section I) is replaced by the following:**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**B. Paragraph 7. under LIMITS OF INSURANCE (Section III) is replaced by the following:**

7. Subject to 5. above, the Medical Expense Limit of \$10,000 is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

## 7. SUPPLEMENTARY PAYMENTS

Paragraph 1. under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I) is revised as follows:

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- b. Up to \$1,000 for cost of bail required because of accidents or traffic laws violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.



- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## 8. BROAD FORM NAMED INSURED

The following is added to paragraph 2. under WHO IS INSURED (Section II):

Any subsidiary and subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part. The insurance afforded herein for any subsidiary not named in the Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

## 9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. under WHO IS INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

## 10. ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to WHO IS INSURED (Section II):

Any person or organization with whom you have agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

### a. Exclusions

The insurance afforded the vendor does not apply to:

#### (1) Contractual Liability

"Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption

of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

#### (2) Express Warranty

Any express warranty unauthorized by you.

#### (3) Physical or Chemical Change

Any physical or chemical change in the product made intentionally by the vendor.

#### (4) Repackaging

Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

#### (5) Failure to Make Inspections, Adjustments, Tests or Servicing

Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

#### (6) Demonstration, Installation, Servicing or Repair

Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

#### (7) Labeling, Re-labeling or Other Use of Products After Distribution

Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- c. This insurance does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

## 11. KNOWLEDGE OF OCCURRENCE

The following is added to paragraph 2 under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", offense, claim or "suit" by any agent, servant or employee of any insured, or receipt by any agent, servant or employee of any insured of any demand, notice, summons or other legal paper in connection with a claim or "suit", shall not in itself constitute knowledge of any insured or receipt by any insured unless such "occurrence", offense, claim, or "suit" is known to or received by:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An "executive officer" or insurance manager, if you are a corporation.

## 12. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 6. under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is replaced by the following:

### 6. Representations

- a. By accepting this policy, you agree:
  - (1) The statements in the Declarations are accurate and complete;
  - (2) Those statements are based upon representations you made to us; and
  - (3) We have issued this policy in reliance upon your representations.
- b. We will not deny coverage under this Coverage Part because of your unintentional failure to disclose all existing hazards at the inception date of your policy.

## 13. DEFINITIONS

A. The following definitions are revised under DEFINITIONS (Section V):

### 1. Bodily Injury

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

## 2. Insured Contract

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, smoke or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or

damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**3. Mobile Equipment**

Paragraph 12.f.(1)(a)(b)(c) does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

**4. Personal and Advertising Injury**

The following is added to the "personal and advertising injury" definition:

"Personal and advertising injury" includes discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of;
  - a. Any insured; or
  - b. Any "executive officer," director, stockholder, partner or member of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

**B.** The following definition is added under DEFINITIONS (Section V):

**Borrowed Personal Property**

"Borrowed personal property" means personal property other than "auto" which you receive from another for temporary use in your business with the intent to return it or its equivalent.

"Borrowed personal property" does not include:

- a. Personal property owned by:
  - (1) You or your spouse if you are an individual;
  - (2) Your members, partners or their spouses if you are a partnership or joint venture;
  - (3) Your members or managers if you are a limited liability company;
  - (4) Your "executive officers" or directors if you are an organization other than a partnership, joint venture or limited liability company; or
- b. Personal property that is rented, leased or hired.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-118

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<b>File ID:</b>	AB2020-118	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	02/27/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

---

Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto: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.

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## HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
03/10/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

---

**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
<b>General Fund</b>			
District Court Probation	100,000	(100,000)	-
Sheriff	5,750	(5,750)	-
Non Departmental	11,621	-	11,621
<b>Total General Fund</b>	<b>117,371</b>	<b>(105,750)</b>	<b>11,621</b>
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
<b>Total Supplemental</b>	<b>339,615</b>	<b>(1,116,254)</b>	<b>(776,639)</b>

**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: \_\_\_\_\_

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



# 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
	<b>Request Total</b>		<b>\$0</b>

### 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

Tuesday, February 25, 2020

Rpt: Rpt Suppl Regular

# Supplemental Budget Request

Status: Pending

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## District Court Probation

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Suppl ID # 3028

**Fund 1**

**Cost Center**

**Originator: Bruce Van Glubt**

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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
	<b>Request Total</b>		<b>\$0</b>

**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
	<b>Request Total</b>		<b>\$11,621</b>

**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)
	<b>Request Total</b>		<b>\$0</b>

**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:**

# 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
	<b>Request Total</b>		<b>\$400,000</b>

**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

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

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
	<b>Request Total</b>		<b>(\$1,202,260)</b>

**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

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## Non-Departmental

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Suppl ID # 3026

Fund 130

Cost Center 130100

Originator: T. Helms/M. Hilley

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**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
	<b>Request Total</b>		<b>\$14,000</b>

**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

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### Planning & Development Services

### Planning

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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

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### **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 \$14,000.00

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- **Net cost to Whatcom County** **\$14,000.00**

**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

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<b>File ID:</b>	AB2020-119	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	02/27/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto: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.

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### HISTORY OF LEGISLATIVE FILE

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
03/10/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

---

**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](http://www.whatcomcounty.us)  
[RRydel@co.whatcom.wa.us](mailto: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

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### **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 25<sup>th</sup> 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
	<b>Request Total</b>		<b>\$0</b>

### 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

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**Public Works**

**Engineering Design/Const**

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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.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-120

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<b>File ID:</b>	AB2020-120	<b>Version:</b>	1	<b>Status:</b>	Introduced
<b>File Created:</b>	02/27/2020	<b>Entered by:</b>	MCaldwel@co.whatcom.wa.us		
<b>Department:</b>	Finance Division	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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Primary Contact Email: [mcaldwel@co.whatcom.wa.us](mailto: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.

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### HISTORY OF LEGISLATIVE FILE

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
03/10/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

---

**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](http://www.whatcomcounty.us)  
[RRydel@co.whatcom.wa.us](mailto: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: AB2020-140

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<b>File ID:</b>	AB2020-140	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/11/2020	<b>Entered by:</b>	RKlein@co.whatcom.wa.us		
<b>Department:</b>	Public Works Department	<b>File Type:</b>	Special Executive Only Item		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

---

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

### TITLE FOR AGENDA ITEM:

Request approval for the Council Chair to sign on behalf of the Council the 2020 PIC (Pollution Identification and Correction) Program introductory letter

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Public Works staff requests that the County Council approve the attached Pollution Identification and Correction (PIC) Program introductory letter and authorize the Council Chair to sign on behalf of the Council. This introductory letter is sent to land owners in drainages with water quality hot spots, or surface water concerns, to introduce bacteria issues and the PIC Program. This letter is sent prior to the series of letters and outreach materials sent from Public Works providing an incentive based program for technical assistance to non-dairy agricultural operations offered through the Whatcom Conservation District

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff memo, Proposed letter

**Jon Hutchings  
Director**



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

**MEMORANDUM**

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

**THROUGH:** Jon Hutchings, Public Works Director *JH*

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

**DATE:** March 10, 2020

**RE:** 2020 Pollution Identification and Correction (PIC) Introductory Letter

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**Requested Action**

Public Works respectfully requests that the Whatcom County Council authorize the Council Chair to sign the PIC introductory letter to support the Pollution Identification and Correction (PIC) Program.

**Background and Purpose**

In 2014, the Whatcom County Council adopted Resolution # 2014-044 describing the PIC Program and tiered approach to working with landowners to identify and address fecal bacteria sources impacting surface waters and shellfish growing areas.

Following approval of the resolution, a PIC introductory letter, signed by the County Executive and Council Chair, was developed to be sent to landowners in PIC focus areas. This letter introduced water quality concerns, sources of fecal bacteria, related regulations, and the County's partnership with the Whatcom Conservation District to provide incentive based technical assistance to landowners. The letter is an important element to the community outreach and engagement component of the Whatcom County PIC Program and Whatcom Clean Water Program partnership.

Since 2014, the PIC introductory letter has been updated each year to provide information about successes and remaining concerns. Proposed updates to the 2020 letter include upgrades to Drayton Harbor shellfish growing areas and the reduction of shellfish harvesting restrictions in Portage Bay that were accomplished in 2019.

Please contact Gary Stoyka at extension 6218 or Erika Douglas at 6294 if you have any questions or concerns regarding this updated letter.

Encl.



Dear Neighbor:

Our county is blessed with the richness of our water resources including rivers, creeks, lakes, and miles of marine shoreline. Along with the economic benefits and recreational opportunities these resources provide comes the responsibility of our community to care for these resources for current uses and for future generations. Water quality deterioration is a real concern we currently face in Whatcom County.

The good news is we have been working to reduce bacterial pollution in our creeks, rivers, and marine waters and have seen great successes in the last several years.

- 810 acres of shellfish beds were reopened to harvest in Drayton Harbor in 2016.
- 129 acres of shellfish beds were reopened to harvest in Birch Bay in 2018.
- Spring shellfish harvesting restrictions were removed in Portage Bay in 2019 (October through December remain closed to harvest).
- 765 additional acres of shellfish beds were reopened to harvest in Drayton Harbor in 2019.

These improvements are achieved only by the actions of community members like you taking both small and large steps to eliminate sources of bacteria entering our surface waters...**thank you for your efforts!**

However, we still have more work to do. Half of the County's routine monitoring stations still show high bacteria levels, about 1,000 acres of shellfish beds remain closed to harvest at least three months of the year, and another 175 acres of shellfish beds are threatened with a closure due to declining water quality. These closures impact members of our community who depend upon shellfish harvest for their livelihood.

Whatcom County conducts water quality monitoring to identify areas where the highest bacteria levels are found and then works with landowners to fix problems. More information about water quality in your neighborhood can be found at [www.co.whatcom.wa.us/1072/Water-Quality](http://www.co.whatcom.wa.us/1072/Water-Quality) or through the interactive county-wide water quality maps at [www.whatcomcounty.us/2618/Interactive-Water-Quality-Maps](http://www.whatcomcounty.us/2618/Interactive-Water-Quality-Maps).

In the upcoming months, Whatcom County and the Whatcom Conservation District may be reaching out to you to offer technical and financial assistance to evaluate and address potential bacteria sources related to septic systems, small farms, and other animals. We encourage you to join your community in using these tools to not only help improve water quality, but also to save you money in the maintenance of your septic systems and to reduce mud and improve pastures to benefit your farm animals' health.

We greatly appreciate your attention to this urgent matter. It will take all of us working together to solve these problems. Feel free to contact Erika Douglas at Public Works-Natural Resources at (360) 778-6294 to learn more about our water quality programs and free resources to assist landowners.

Sincerely,

Satpal Singh Sidhu  
County Executive

Barry Buchanan  
County Council Chair



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-127

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<b>File ID:</b>	AB2020-127	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/05/2020	<b>Entered by:</b>	LReid@co.whatcom.wa.us		
<b>Department:</b>	Sheriff's Office	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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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 Lynden 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

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### HISTORY OF LEGISLATIVE FILE

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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:** March 5, 2020

---

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

▪ **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 Lynden'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.  
**201807009-1**

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 Lynden
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>201807009</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 BiC 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 <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, 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>blanchard</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: _____ Date: _____
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**INTERLOCAL JAIL FACILITY USE AGREEMENT FOR  
CORRECTIONS SERVICES BETWEEN WHATCOM COUNTY AND THE  
CITY OF LYNDEN**

**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 1<sup>st</sup> 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-1<sup>st</sup> 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 LYNDEN:

EXECUTED this 19 day of February, 20 20 for the City of Lynden.

Scott Korthuis  
Mayor, City of Lynden

ATTEST:

Anthony Bunker  
Finance Director

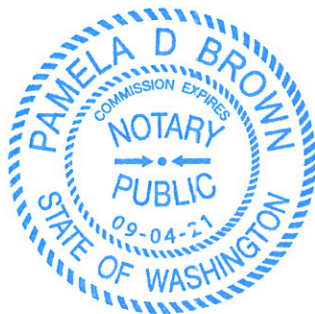
Approved as to form:

Robt C  
Office of the City Attorney

Departmental Approval: M. M. A

STATE OF WASHINGTON    )  
  ) ss  
COUNTY OF WHATCOM    )

On this 19 day of February, 20 20 before me personally appeared Scott Korthuis, to me known to be the Mayor of the City of Lynden, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Pamela D. Brown  
NOTARY PUBLIC in and for the State of Washington,  
residing at Whatcom co. My commission  
expires 9/4/2021.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-128

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<b>File ID:</b>	AB2020-128	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/05/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Contract		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and the Whatcom Humane Society to extend the term of the agreement an additional eight months through December 31, 2020

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo, Contract



## MEMORANDUM

**TO:** Whatcom County Council  
**FROM:** Tawni Helms, Administrative Coordinator  
**RE:** Whatcom Humane Society  
**DATE:** February 25, 2020

---

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

▪ **Background and Purpose**

The contractor has requested to extend this agreement through the end of the year to provide additional time to negotiate an agreement for the next biennium. The extension will allow the service to continue uninterrupted.

▪ **Funding Amount and Source**

The animal control budget in the General Fund is \$386,520. Supplemental Budget #6 requests an increase to the General Fund budget in the amount of \$11,621 to provide for a 3% increase that was approved in 2019.

▪ **Differences from Previous Contract**

Increase contract term for 8 months.

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

**CONTRACTOR  
ORIGINAL**

Whatcom County Contract No.  
201904008-1

Amendment No. 1  
Whatcom County Contract No. 201904008  
CONTRACT BETWEEN WHATCOM COUNTY AND  
**WHATCOM HUMANE SOCIETY**

THIS AMENDMENT is to the Contract between Whatcom County and Whatcom Humane Society, dated May 1, 2019 and designated "Whatcom County Contract No.201904008". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment extends the term of this Agreement through December 31, 2020, and increases the maximum consideration by \$265,420 to a total consideration of \$ 663,550.

Unless specifically amended by this agreement, all other terms and conditions of the original contract shall remain in full force and effect.

This Amendment takes effect: May 1, 2020, regardless of the date of signature.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR:**

CONTRACTOR NAME

*Laura Clark*  
Laura Clark, Executive Director

STATE OF WASHINGTON )

) ss.

COUNTY OF WHATCOM )

On this 5<sup>th</sup> day of March, 2020, before me personally appeared Laura Clark to me known to be the Executive Director of the Whatcom Humane Society and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



*Suzanne M. Mildner*  
NOTARY PUBLIC in and for the State of Washington,

*Suzanne M. Mildner* printed name,  
residing at *Bellingham*.  
My commission expires *12-31-22*.





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-133

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<b>File ID:</b>	AB2020-133	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/09/2020	<b>Entered by:</b>	JKorn@co.whatcom.wa.us		
<b>Department:</b>	Sheriff's Office	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to amend a contract between Whatcom County and Washington State Military for the FY2017 Operation Stonegarden Program grant extending the expiration date, revising Key Personnel, and adjusting grant timeline dates

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Staff Memo, Contract

**WHATCOM COUNTY  
SHERIFF'S OFFICE**


**BILL ELFO**  
SHERIFF



PUBLIC SAFETY BUILDING  
311 Grand Avenue  
Bellingham, WA 98225-4038  
(360) 778-6600

**MEMORANDUM**

**TO:** Satpal Singh Sidhu, County Executive

**FROM:** Bill Elfo, Sheriff 

**DATE:** February 26, 2020

**RE:** Washington State Military Department  
U.S. Department of Homeland Security  
FFY17 Operation Stonegarden Program (OPSG) Contract Number E18-177  
Whatcom County Contract No. 201805001

Enclosed for your review and signature are two (2) originals of Amendment #1 for the subject agreement.

**Background and Purpose**

Whatcom County was awarded \$345,000 from the U.S. Department of Homeland Security (DHS) for Operation Stonegarden Program (OPSG) Fiscal Year 2017. This is an indirect federal grant from Department of Homeland Security passing through Washington State Military Department to Whatcom County.

Amendment #1 extends the expiration date of the grant agreement from March 31, 2020 to May 15, 2020, revises the Key Personnel listed, and revises grant timeline dates accordingly. All other terms and conditions remain unchanged and are in full force and effect.

**Funding Amount and Source**

Total funding of \$345,000 provided by WA State Military Department, Grant Agreement #E18-177 remains unchanged. Funds originate from the U.S. Department of Homeland Security, FFY17 Operation Stonegarden Program, Federal Funding Source Agreement #EMW-2017-SS-00101-S01, CFDA# 97.067 – (17OPSG).

Please contact Undersheriff Doug Chadwick at extension 6618 if you have any questions regarding the terms of this agreement.



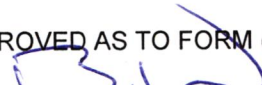
**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**201805001-1**

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	3520 Bureau of LE & Investigations / 352020 Patrol and Overtime
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
Contractor's / Agency Name:	Washington State Military Department
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input 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>201805001</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): <u>E18-177</u> CFDA#: <u>97.067-HSGP (OPSG FY17)</u>	
Is this contract grant funded?    Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____    Cost Center: _____	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> 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>345,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>345,000</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, 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: _____	
Amendment #1 extends the expiration date of the grant agreement from March 31, 2020 to May 15, 2020, revises the Key Personnel listed, revises grant timeline dates accordingly. All other terms and conditions remain unchanged and are in full force and effect.	
Term of Contract: <u>9/1/17</u> Expiration Date: <u>5/15/20</u>	

Contract Routing:	1. Prepared by: <u>J. Korn JK</u>	Date: <u>2/26/20</u>
	2. Attorney signoff: _____	Date: <u>2/28/2020</u>
	3. AS Finance reviewed: <u>BB</u>	Date: <u>3/3/20</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: _____

**Washington State Military Department  
AMENDMENT**

1. SUBRECIPIENT NAME/ADDRESS: <b>Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225-4048</b>		2. GRANT AGREEMENT NUMBER: <b>E18-177</b>	3. AMENDMENT NUMBER: <b>A</b>
4. SUBRECIPIENT CONTACT, PHONE/EMAIL: <b>Dawn Pierce, (360) 778-6606 dpierce@co.whatcom.wa.us</b>		5. DEPARTMENT CONTACT, PHONE/EMAIL: <b>Zoie Choate, (253) 512-7461 zoie.choate@mil.wa.gov</b>	
6. TIN or SSN: <b>N/A</b>	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: <b>97.067 (17OPSG)</b>	8. FUNDING SOURCE NAME/AGREEMENT #: <b>EMW-2017-SS-00101-S01</b>	
9. FUNDING AUTHORITY: <b>Washington State Military Department (Department) and US Department of Homeland Security (DHS)</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: The Timeline (Attachment 2) is being extended to ensure expenditures remain within the allowable period of performance. The Work Plan/ Budget (Attachment 2) are not affected.  Changes are noted in strikethrough and grey highlight.			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> <li><b>Change</b> the Grant Agreement End Date <b>from</b> March 31, 2020 <b>to</b> May 15, 2020; as described on Page 2 of this Amendment.</li> <li><b>Revise</b> Exhibit A, Article I-Key Personnel as described on Page 2 of this Amendment.</li> <li><b>Replace</b> Original Attachment 2, with attached Revised Attachment 2, as described on page 2 of this Amendment.</li> </ol>			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-Recipient acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUBRECIPIENT:	
Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department	Date	Signature Satpal Singh Sidhu, County Executive Whatcom County	Date
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz 7/30/2018 Assistant Attorney General		Signature Bill Elfo, Sheriff Whatcom County	Date 02-27-20
		APPROVED AS TO FORM (if applicable): 	Date 2/08/2020
		Applicant's Legal Review	Date

**Washington State Military Department  
Amendments to Agreement E18-177**

1. **Change the Grant Agreement End Date from March 31, 2020 to May 15, 2020.**
  - a. Agreement Face Sheet at Box 6, ~~03/31/20~~ 05/15/20
  - b. Original Attachment 2, Timeline; to be replaced with Revised Attachment 2, Timeline.
2. **Revise Exhibit A, Special Terms and Conditions, Article I-Key Personnel.**
  - a. Article I - Key Personnel, under SUBRECIPIENT- replace Jeff Parks; ~~Jeff Parks, Undersheriff, jpark@co.whatcom.wa.us, 360-778-6610~~ **with** Doug Chadwick, "Doug Chadwick, Undersheriff, 360-778-6618, dchadwick@co.whatcom.wa.us.
  - b. Article I - Key Personnel, under SUBRECIPIENT - replace Jamie Stevens; ~~Jamie Stevens, Financial Accountant, jstevens@co.whatcom.wa.us, 360-778-6607~~ **with** Jacque Korn, "Jacque Korn, Financial Accountant, 360-778-6607, jkorn@co.whatcom.wa.us.
  - c. Article I - Key Personnel, under MILITARY DEPARTMENT - remove Dalton Gamboa; ~~Dalton Gamboa, Program Assistant, Dalton.gamboa@mil.wa.gov, 253-512-7044~~
3. **Replace Attachment 2, Whatcom County Sheriff's Office 17OPSG Timeline**
  - a. **Replace** Original Attachment 2, 17OPSG Timeline, **with** attached Revised Attachment 2, 17OPSG Timeline

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## FFY17 Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG)

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The OPSG Program provides funding to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

Per the FY17 Notice of Funding Opportunity, responsibilities of the Subrecipient include:

- Conduct operations, on an as-needed basis throughout the length of the grant performance period;
- Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas;
- Ensure all required reports, including reports from friendly forces, are submitted to the Border Patrol and the SAA, when applicable, in the proper format and within established timeframes;
- Ensure applicable Operation Stonegarden derived data is shared with the designated fusion center in the state and/or Urban Area.
- Request instruction and information from the SAA, when applicable, and/or Border Patrol and other federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area; and
- Provide the SAA and Border Patrol a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures.

Attachment 2 includes the Work Plan/Budget and Timeline.

The Work Plan/Budget is made up of the 17OPSG Operation Order Approval Letter and the Personnel Cap Waiver Approval Letter (if required) addressed to Adjutant General Daugherty on behalf of the Subrecipient.

- Personnel expenditures will not exceed 50% of the agreement award stipulated by the grant. If the amount for personnel costs allocated in the budget is greater than 50%, the personnel costs over 50% will not be reimbursed unless a personnel cap waiver has been approved by DHS. Once a Personnel Cap Waiver Approval Letter is received, the Subrecipient will be held to the approved amount. If the total personnel expenditure amount exceeds the DHS approved amount, a revised Personnel Cap Waiver request will need to be submitted and approved by DHS, and the expenditures above the approved amount will not be reimbursed unless and until a revised approval letter is received from DHS.
- OPSG funds shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local, state, tribal, and Federal law enforcement agencies.
- Cumulative transfers between budget categories in excess of 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department.

# WORK PLAN/BUDGET

U.S. Department of Homeland Security  
Washington, DC 20472



## FEMA

February 14, 2018

Bret Daugherty  
Adjutant General  
Washington Military Department  
Militia Drive, Building 1  
Camp Murray, WA 98430-5122

Dear Adjutant General Daugherty:

Based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order as submitted is approved:

**Operations Order No:** 18-BLWBLW-11-001 V0  
**Fiscal Year:** 2017  
**Amount Approved:** \$345,000.00  
**Operations Order Dates:** 09/01/2017-08/31/2020  
**Recipient:** Whatcom

Expenditures from the Operations Order (OPORD) that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) are outlined below. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nation's borders. Please see below for all approved costs for this OPORD, and refer to the OPORD for specific items.

Category	Amount
Overtime:	\$232,166.68
Fringe:	\$35,153.32
Equipment:	\$51,205.00
Fuel:	\$5,000.00
Maintenance:	\$0
Mileage:	\$21,475.00
Travel:	\$0
County M&A:	\$0
<b>Total</b>	<b>\$345,000.00</b>

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9886.

Sincerely,

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

*George L. Mitchell*

George L. Mitchell  
Program Analyst  
U.S. Department of Homeland Security  
Federal Emergency Management Agency  
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of \$100,000. This justification will be reviewed by CBP and FEMA.

**FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE**

U.S. Department of Homeland Security  
Washington, DC 20472



FEMA

February 14, 2018

Bret Daugherty  
Adjutant General  
Washington Military Department  
Militia Drive, Building 1  
Camp Murray, WA 98430-5122

RE: FY 2017 Operation Stonegarden, Operations Order # 18-BLWBLW-11-001 V0

Dear Adjutant General Daugherty:

The Federal Emergency Management Agency (FEMA) has reviewed the request submitted by Whatcom County, WA to waive the 50 percent Personnel Cap imposed by Section 2008 of the *Homeland Security Act of 2002*, Public Law 107-296, as amended (6 U.S.C. § 609).

Whatcom County has requested to expend \$267,320.00 or 77.48 percent of its total FY 2017 Operation Stonegarden allocation of \$345,000.00 on operational overtime and related personnel costs under Operations Order # 18-BLWBLW-11-001 V0.

This request is consistent with the terms and conditions of the grant award and is necessary for the continued success of border security operations. This request is therefore approved pursuant to the waiver authority provided by 6 U.S.C § 609 (b)(2)(B).

As a reminder, future personnel waiver requests must also be submitted to FEMA Grant Programs Directorate for prior approval. Please contact your Program Analyst, George L. Mitchell, at (202) 786-9886 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Thomas DiNanno".

Thomas DiNanno  
Assistant Administrator for Grant Programs

CC: Mike O'Hare, Regional Administrator, Region X  
Bridget Bean, Deputy Assistant Administrator  
Stacey Street, Director of Grant Operations  
C. Gary Rogers, Director, Preparedness Grants Division  
Chris Jonientz-Trisler, Grants Division Director, Region X  
George L. Mitchell, Program Analyst

**Whatcom County Sheriff's Office  
17OPSG Timeline**

<b>Date</b>	<b>Task</b>
September 1, 2017	Grant Agreement Start Date
February 14, 2018	Operations Order approved by FEMA
June 1, 2018	Estimated date work will begin
NLT July 31, 2018	Submit Reimbursement Request
NLT October 31, 2018	Submit Reimbursement Request
NLT January 31, 2019	Submit Reimbursement Request
NLT April 30, 2019	Submit Reimbursement Request
NLT July 31, 2019	Submit Reimbursement Request
NLT October 31, 2019	Submit Reimbursement Request
NLT January 31, 2020	Submit Reimbursement Request
NLT February 28, 2020	In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order.
<del>March 31</del> May 15, 2020	Grant Agreement End Date. All work ceases.
NLT <del>May 15</del> June 29, 2020	Submit Final Reimbursement Request and Closeout Report. Reports are due before final invoice will be reimbursed.

**Grant Performance Period: September 1, 2017 - August 31, 2020**





# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2020-134**

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<b>File ID:</b>	AB2020-134	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/09/2020	<b>Entered by:</b>	BVanglub@co.whatcom.waus		
<b>Department:</b>	District Court	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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Primary Contact Email: [Bvanglub@co.whatcom.wa.us](mailto:Bvanglub@co.whatcom.wa.us)

### **TITLE FOR AGENDA ITEM:**

Request authorization for the County Executive to enter into a contract between Whatcom County and the City of Bellingham to provide administrative oversight of the Domestic Violence Perpetrator Opportunity for Treatment Services in the amount \$100,000

### **SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

See attached

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### **HISTORY OF LEGISLATIVE FILE**

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<b>Date:</b>	<b>Acting Body:</b>	<b>Action:</b>	<b>Sent To:</b>
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**Attachments:** Staff Memo, Proposed Contract



## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Bruce Van Glubt

**RE:** **Interlocal Agreement between Whatcom County and the City of Bellingham regarding Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)**

**DATE:** March 13 2020

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### **▪ Background and Purpose**

This agreement addresses the administrative oversight of the City DVPOTS funds. The County and City have worked collaboratively on this Interlocal Agreement. In addition, the County and the City worked collaboratively on the DVPOTS Implementation Guide which establishes an objective screening process for determining defendant eligibility for funds, treatment agency eligibility for reimbursement for services, specific criteria for reimbursement for services, reimbursement rates, assessment and treatment progress report standards, and distribution of funds.

The purpose of DVPOTS is to use allocated funds to pay for domestic violence perpetrator assessments and treatment for qualifying indigent defendants, who have no readily available source of funding to access services independently.

### **▪ Funding Amount and Source**

The City funding amount is \$100,000.00, and the source, on a reimbursement basis, is the City of Bellingham.

### **▪ Implementation of this Interlocal Agreement**

Implementation of this Interlocal Agreement is contingent on County Council approval of the corresponding Supplemental Budget Request, which is also scheduled for action on March 24, 2020.

### **▪ Differences from Previous Contract**

There has never been a previous Interlocal agreement on this topic.

Enclosed is one copy of the Interlocal Agreement. The City has the originals as they are scheduled to review it for approval on March 23, 2020. Upon approval, the City will send the originals for County signature.

The County has previously allocated \$90,000.00 for DVPOTS funding and the County Council approved a Supplemental Budget Request for these funds earlier this year.

Please let me know if you have any questions. I can be reached at extension 5405.

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	District Court Probation
Division/Program: (i.e. Dept. Division and Program)	Click here to enter text.
Contract or Grant Administrator:	Bruce Van Glubt
Contractor's / Agency Name:	City of Bellingham

Is this a New Contract? Yes  No  If not, is this an Amendment or Renewal to an Existing Contract? Yes  No   
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval? Yes  No  If No, include WCC: \_\_\_\_\_  
 Already approved? Council Approved Date: \_\_\_\_\_ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes  No  If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded? Yes  No  If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process? Contract \_\_\_\_\_  
 Yes  No  If yes, RFP and Bid number(s): \_\_\_\_\_ Cost Center: \_\_\_\_\_

Is this agreement excluded from E-Verify? No  Yes  If no, include Attachment D Contractor Declaration form.  
 If YES, indicate exclusion(s) below:  
 Professional services agreement for certified/licensed professional.  
 Contract work is for less than \$100,000.  Contract for Commercial off the shelf items (COTS).  
 Contract work is for less than 120 days.  Work related subcontract less than \$25,000.  
 Interlocal Agreement (between Governments).  Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>100,000.00</u>	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
This Amendment Amount: \$ _____	
Total Amended Amount: \$ _____	

Summary of Scope: This Interlocal Agreement addresses the administrative oversight of the City of Bellingham Domestic Violence Perpetrator Opportunity for Services (DVPOTS) funds. The County and City have worked collaboratively on this Interlocal Agreement as well as the DVPOTS Implementation Guide . In addition, the County and the City worked collaboratively on the DVPOTS Implementation Guide which establishes an objective screening process for determining defendant eligibility for funds, treatment agency eligibility for reimbursement for services, specific criteria for reimbursement for services, reimbursement rates, assessment and treatment progress report standards, and distribution of funds.

Term of Contract: 1/1/20 Expiration Date: 12/31/22

Contract Routing:	1. Prepared by: <u>[Signature]</u>	Date: <u>3/12/20</u>
	2. Attorney signoff: <u>[Signature]</u>	Date: <u>3/12/20</u>
	3. AS Finance reviewed: <u>[Signature]</u>	Date: <u>3/12/20</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 AGREEMENT  
BETWEEN WHATCOM COUNTY AND THE CITY OF  
BELLINGHAM REGARDING DOMESTIC VIOLENCE  
PERPETRATOR OPPORTUNITY FOR TREATMENT SERVICES  
(DVPOTS)**

This Interlocal Agreement (the "Agreement") is made and entered into this day by and between Whatcom County, (the "County") and the City of Bellingham (the "City"), collectively referred to as the "Parties."

**WHEREAS**, 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; and

**WHEREAS**, 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; and,

**WHEREAS**, the Parties support initial funding for the expansion of these treatment services locally; and

**WHEREAS**, the purpose of the Domestic Violence Perpetrator Treatment Services Program ("DVPOTS") is to use allocated funds to pay for domestic violence perpetrator assessments and treatment for qualifying indigent defendants, who have no readily available source of funding to access services independently; and

**WHEREAS**, the Parties have worked collaboratively on the DVPOTS Implementation Guide which establishes an objective screening process for determining defendant eligibility for program funds, treatment agency eligibility for reimbursement for services, specific criteria for reimbursement for services, reimbursement rates, assessment and treatment progress report standards, and distribution of funds; and

**WHEREAS**, in recognition that the County has established a protocol and procedure for distribution and documentation of the domestic violence perpetrator funds, and has agreed to provide continued administrative oversight of DVPOTS, the City is allocating general funds to DVPOTS to reimburse assessment and treatment expenses for defendants referred by Bellingham Municipal Court.

**NOW, THEREFORE**, it is agreed by and between the Parties as follows:

1. **ADMINISTRATION AND PURPOSE:** The County, through Whatcom County District Court Probation, agrees to administer DVPOTS, to include the following functions: (1) administer the expenditure of City allocated funds for treatment which shall be used to

Domestic Violence Perpetrator Opportunity for Treatment Services  
Page No. 1

pay for treatment expenses for defendants referred by Bellingham Municipal Court; (2) screen or assist the court in screening for indigency and other qualifying factors; (3) apply agreed upon prioritized criteria in the event of diminished program funds; (4) determine treatment program eligibility and treatment program reporting requirements; (5) evaluate and report regarding defendants' suspension, termination and reinstatement of funding; and (6) provide reports regarding program outcomes, when appropriate and agreed to by the Parties. The Program shall be administered in accordance with the DVPOTS Implementation Guide which is attached and incorporated herein as Exhibit A. Elements of the Implementation Guide may be amended administratively, without County Council or City Council approval, provided that the amendments remain consistent with the objectives of DVPOTS as stated in this Agreement and are agreed upon by the Parties in writing.

**2. FINANCIAL COMMITMENT:** The City has committed up to \$100,000 annually for this program, subject to Section 5 of this Agreement. These funds are intended to be expended solely to reimburse assessment and treatment expenses for defendants referred by Bellingham Municipal Court. In the event that the administrative oversight of DVPOTS by Whatcom County District Court Probation exceeds the anticipated workload, this section and other provisions of this Agreement that may relate to resource needs and funding will be subject to renegotiation.

**3. INVOICES:** The County shall submit a monthly invoice to the City, which will include detail and a breakdown of the costs supporting the invoice. The City shall pay such invoices within thirty (30) days of receipt, subject to the cap on financial commitment set forth above.

**4. EFFECTIVE DATE AND TERM:** The Agreement shall be effective beginning on the date of execution of this Agreement and shall continue in full force and effect until December 31, 2022, unless terminated in accordance with Section 5 of this Agreement.

**5. TERMINATION OF AGREEMENT/REDUCTION IN FUNDING:**

- A. Should either Party believe the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other Party a timeline to cure such default. If the default is not remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
- B. The financial commitment stated herein shall not be construed to limit the authority of the City Council with respect to the City budget. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to budgetary constraints of either Party or due to factors related to program outcomes, and prior to its normal completion, the Parties may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any

other termination provisions of this Agreement. If the level of funding withdrawn, reduced, or limited is so great that the County deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City or County, the County may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.

- C. In the event that the administrative oversight of DVPOTS by Whatcom County District Court Probation exceeds the anticipated workload and the Parties are unsuccessful in renegotiating under Section 2 above, the County may summarily terminate this Agreement in whole. Termination shall be effective upon the City's receipt of written notice thereof.
- D. In the event of termination, the County shall be paid an amount equal to the assessment and treatment expenses paid or accrued by the County for defendants referred by Bellingham Municipal Court and accepted into the program prior to the date of termination, including those expenses paid or accrued by the County following the date of termination. The County shall continue to perform under this Agreement as to defendants for whom DVPOTS reimbursement has been approved prior to the date of termination subject to the "Suspension and Termination of Funding" provisions of the Exhibit A. On the giving of notice of termination by either party, the County shall immediately begin winding down its entry of Bellingham Municipal Court defendants into the program in anticipation of the termination.

**6. SURVIVABILITY:** All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

**7. PROJECT MANAGERS:** Bruce Van Glubt, District Court and Probation Administrator, shall be the Project Manager for the County and Darlene Peterson, Municipal Court Administrator, shall be the Project Manager for the City.

**8. NOTICES:** All notices, demands, requests, consents and approvals which may, or are required to be given by any Party, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County: Bruce Van Glubt  
311 Grand Avenue  
Bellingham, WA 98225

The City: Darlene Peterson  
2014 C Street  
Bellingham, WA 98225

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

**9. INDEMNIFICATION:** The County agrees to protect, defend, appear, save harmless and indemnify the City from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the County, its agents or employees in the performance of the agreement. The City agrees to protect, defend, appear, save harmless and indemnify the County from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of the City, its agents or employees in the performance of this agreement.

**10. AMENDMENT:** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

**11. WAIVER:** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

**12. NEUTRAL AUTHORSHIP:** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

**13. ENTIRE AGREEMENT:** The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the day and year first above written.

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF BELLINGHAM**

\_\_\_\_\_  
Seth Fleetwood

Mayor

Attest:

---

Finance Director


Approved as to form:

---

Office of the City Attorney



Approved as to form:

  
Chief Civil Deputy Prosecuting Attorney

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**WHATCOM COUNTY**

\_\_\_\_\_  
Satpal Sidhu  
County Executive

STATE OF WASHINGTON )

COUNTY OF WHATCOM )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at Bellingham.  
My Commission expires:

Exhibit A – Implementation Guide



Whatcom County

Domestic Violence  
Perpetrator Opportunity  
for  
Treatment Services  
(DVPOTS)

# Implementation Guide

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## ***Introduction***

This Implementation Guide (referred to as “The Guide”) is incorporated by reference into your Provider contract and can be altered without an amendment to your contract. In the event changes to The Guide are needed, Providers will be informed by e-mail, with a one-week opportunity to provide feedback on proposed changes. Providers will then be notified of the availability of the updated Guide. The current Guide will be available on the Whatcom County District Court Probation website.

A review of The Guide and Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS) will take place approximately six months from the effective date.

## ***Purpose***

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.

The sole purpose of DVPOTS is to provide funding for domestic violence perpetrator assessments and funding for treatment for qualifying defendants who are deemed indigent and have no readily available source of funding to access services independently.

The Guide will establish an objective screening process and eligibility criteria for court cases, defendants, treatment Providers eligible for DVPOTS funds, and suspension and termination of DVPOTS funding. Referral to other supportive or treatment services and coordination of care with other service providers will occur as need is indicated, by the Provider. Supportive services will not be funded by DVPOTS.

## ***Expenditure of Funds***

In recognition that the County has established a protocol and procedure for distribution and documentation of DVPOTS funds, and has agreed to continued administrative oversight of the funds, City of Bellingham funds will be used to reimburse treatment expenses for defendants referred by Bellingham Municipal Court, and the County funds will be used to reimburse treatment expenses for defendants referred by Whatcom County District Court and the other Whatcom County municipal courts.

No DVPOTS funds will be expended until a determination has been made, and confirmed in writing by Whatcom County District Court Probation, that all of the following have taken place for each defendant:

1. The court case qualifies for DVPOTS funding.
2. The defendant qualifies for DVPOTS funding.

3. The treatment agency qualifies for DVPOTS funding.
4. A purchase order from Whatcom County has been approved for the specific defendant.
5. Final written approval has been received by the Provider from Whatcom County District Court Probation. Only the Whatcom County District Court and Probation Administrator and Whatcom County District Court Probation Manager are authorized to approve DVPOTS funding expenditures.

Services provided prior to written approval will not be eligible for DVPOTS reimbursement.

Effective January 1, 2021, to continue to have new defendants participate in DVPOTS, the Cities of Blaine, Everson, Ferndale, Lynden, and Sumas must enter into a written agreement with Whatcom County providing that they will reimburse Whatcom County for the expenses of any additional defendants funded through DVPOTS.

The first jurisdiction to order an assessment and treatment will have the full expense of the defendant's assessment and recommended treatment debited from that jurisdiction's allocation, even if another court orders a domestic violence assessment and treatment at a later time.

Approved funding amounts may change over time.

Table 1 below is an estimate of the assessment and treatment services that the City of Bellingham's DVPOTS funding will provide (estimated number of defendants served is rounded):

Table 1.

<b>City of Bellingham DVPOTS Funding</b>			
Treatment Level	Maximum Cost Per Defendant	Estimated Expense Distribution By Treatment Level	Estimated Number of Defendants Served*
Level 1	\$1,700	\$28,833	16.96
Level 2	\$2,250	\$28,833	12.81
Level 3	\$3,100	\$28,833	9.30
Level 4	\$4,500	\$13,500	3.00
	<b>TOTAL</b>	<b>\$99,999</b>	<b>42.08</b>
<p><i>*Estimated Number of Defendants Serviced column was calculated based on the following formula:</i></p> <p><i>Estimated Level 4 defendants x the maximum cost of each defendant (3 x \$4,500 = \$13,500), deducted from the original funding allocation (\$100,000 - \$13,500 = \$86,500). The \$86,500 amount was then divided equally between Levels 1, 2, and 3 (\$86,500/3 = \$28,833). The \$28,833 amount was then divided by the maximum cost per defendant per level of treatment.</i></p>			

Table 2 below is an estimate of the assessment and treatment services that the Whatcom County DVPOTS funding will provide (estimated number of defendants served is rounded):

Table 2.

Whatcom County DVPOTS Funding			
Treatment Level	Maximum Cost Per Defendant	Estimated Expense Distribution By Treatment Level	Estimated Number of Defendants Served*
Level 1	\$1,700	\$25,500	15.00
Level 2	\$2,250	\$25,500	11.33
Level 3	\$3,100	\$25,500	8.23
Level 4	\$4,500	\$13,500	3.00
	<b>TOTAL</b>	<b>\$90,000</b>	<b>37.56</b>
*Estimated Number of Defendants Serviced column was calculated based on the following formula: Estimated Level 4 defendants x the maximum cost of each defendant (3 x \$4,500 = \$13,500), deducted from the original funding allocation (\$90,000 - \$13,500 = \$76,500). The \$76,500 amount was then divided equally between Levels 1, 2 and 3 (\$76,500/3 = \$25,500). The \$25,500 amount was then divided by the maximum cost per defendant per level of treatment.			

## ***Court Case Eligibility for DVPOTS Funding***

For a court case to be eligible, all of the following eligibility criteria must be met:

1. Cited as criminal domestic violence offense, or indicated as a DV flagged case, as recorded in the Administrative Office of the Courts Judicial Information System.
2. Referred by Whatcom County District Court or a Whatcom County municipal court.
3. Ordered by the court to complete and comply with a domestic violence perpetrator treatment assessment.
4. Monitored by Whatcom County District Court Probation or Ferndale Municipal Court Probation.

## ***Defendant Eligibility for DVPOTS Funding***

A defendant must comply with a court order regardless of eligibility for, or availability of, DVPOTS funding.

### **Determination of Indigency**

A defendant must be deemed indigent and have no readily available source of funding to access domestic violence assessment and treatment services independently. A defendant may be deemed indigent by either a judicial officer by an indigency review completed by a court or probation staff.

1. An indigency review will use the same criteria noted in RCW 10.101.010, including:
  - a. Receiving one of the following types of public assistance: Temporary assistance for needy families, aged, blind, or disabled assistance benefits, medical care services under RCW 74.09.035, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, or supplemental security income; or
  - b. Receiving an annual income, after taxes, of one hundred twenty-five percent or less of the current federally established poverty level; or
  - c. A defendant found indigent by an indigency review will be required to sign the following, or similar, statement:
    - (1) *I understand the Court may ask for verification of the information provided above. I agree to immediately report any change in my financial status to the court. I certify under penalty of perjury under Washington State law that the above is true and correct. (Perjury is a criminal offense – see Chapter 9A.72 RCW)*

Given the importance of continuity of treatment, a defendant found indigent will be considered eligible for DVPOTS throughout the course for their treatment program unless challenged in court by a Prosecuting Attorney from the citing jurisdiction.

### **Defendant Priority Populations**

The initial funds will be allocated on a first come, first served basis until 85% of the City of Bellingham or County funds have been allocated to specific defendants. Once the City or County fund has 15% remaining unallocated, use of funds will be prioritized based on the following criteria:

1. Availability of DVPOTS funds.
2. A written request from a judicial officer.
3. The defendant has not previously accessed DVPOTS funds.
4. Those assessed at a Level 2, 3 or 4, or if no assessment has been completed, is determined to be high risk based on a validated risk assessment conducted by a probation officer.
5. At least two prior domestic violence flagged convictions in the Washington State Judicial Information System database.



## ***Provider Eligibility for DVPOTS Funds***

Domestic violence assessment and treatment services funded by DVPOTS must be in full compliance with Washington Administrative Code (WAC) 388-60B, all current and applicable Revised Code of Washington (RCW) requirements, and those listed in The Guide.

To receive reimbursement for DVPOTS funding an agency must meet all of the following eligibility criteria, including:

1. Certified by the Washington State Department of Social and Health Services, and in good standing, as a domestic violence perpetrator treatment program as required by RCW 26.50.150 and WAC 388-60B. Maintain uninterrupted certification and remain current with all relevant federal and state laws and regulations regarding the delivery of domestic violence perpetrator treatment.
2. Enter into a contract with Whatcom County.
3. Agree to notify the District Court and Probation Administrator of any change in certification status or agency contact information.
4. Agree to remain current with The Guide, including reporting and invoicing requirements, and forms.
5. Agree to provide an email address through which official communication regarding the DVPOTS funding will take place. Email will be the official method of communication. Verbal communication will not replace email communication. In addition, a mailing and physical address must also be provided.
6. Agree to be subject to random audits by Whatcom County for the purpose of verification of invoiced services.
7. Agree that DVPOTS funded defendants will not be charged any additional fees.
8. Register as a vendor with Whatcom County.

## **Provider Assessment Requirements**

Completed assessment and risks, needs and responsivity documents, including recommended level of treatment, must be compliant with all applicable WAC and RCW requirements.

The Provider must complete an initial assessment appointment within 14 calendar days, and submit to Whatcom County District Court Probation a completed assessment within 60 calendar days, of receiving written authorization from Whatcom County District Court Probation that a defendant is eligible for DVPOTS funding.

The intensity, type of services provided, and level of treatment will be determined by the Provider and will reflect the assessment results and treatment plan. Treatment services delivered will align with the individualized treatment goals/expectations of each defendant.

Assessment documents must be submitted together to Whatcom County District Court Probation, including those defendants monitored by Ferndale Municipal Court, for all DVPOTS funded defendants. The assessment documents must follow the same outline as noted in the WAC and the internal Whatcom County District Court Probation processing document titled Assessment and RNR document review.

1. An assessment document that includes a recommended level of treatment that aligns with a WAC compliant level of treatment.
2. A Risks, Needs and Responsivity document.

The documents may be available on the [DSHS](#) website or by contacting the Washington State Department of Social and Health Services Domestic Violence Treatment Program Manager. DSHS Contact information can be found at <https://www.dshs.wa.gov/esa/community-services-offices/contact-information> or by clicking [here](#).

## Provider Monthly Treatment Report Requirements

A separate monthly treatment report must be received for each defendant. The monthly treatment report attached to The Guide must be used. Treatment reports must be submitted no later than the 10<sup>th</sup> of the month following the month that services are provided. All monthly treatment reports, along with reports of emergent noncompliance and non-emergent noncompliance reports must be sent to Whatcom County District Court Probation. In addition, reports for defendants referred from Ferndale Municipal Court Probation must also be sent to that court.

The following are the reporting requirements for emergent noncompliance and non-emergent noncompliance:

1. Emergent noncompliance. The following noncompliance is considered emergent noncompliance and must be reported to the monitoring probation department within 3 working days of receipt of noncompliance information.
  - a. Failure to maintain abstinence from alcohol or other nonprescribed drugs, if ordered or is required as part of the assessment and treatment plan.
  - b. Subsequent arrest or criminal activity
  - c. Engaging in dangerous or threatening behavior
  - d. Increased victim safety concerns
  - e. Treatment rule violations
  - f. Leaving the program against program advice or is discharged for rule violation
  - g. Discharged for any reason
2. The following noncompliance is considered nonemergent non-compliance and must be reported to the monitoring probation department by the 10<sup>th</sup> of the month following the noncompliance.
  - a. Unexcused absences or failure to report for interviews, appointments or group sessions.
  - b. Failure to make acceptable progress in any part of the treatment plan, including a report of the details of the defendant's noncompliant behavior along with a recommendation

A report of noncompliance must provide details of the defendant's noncompliant behavior along with a recommendation.

## Reimbursement Rates, Limitations and Invoicing Requirements

The County will reimburse the Provider for the services delivered that comply with the not-to-exceed level of funding authorization.

Assessments will be reimbursed at \$300.00 per assessment. This amount includes all of the sessions required to complete the assessment. Reimbursement will only be provided for those assessments that include all of the documents noted in the Provider Assessment Requirements Section of The Guide.

Group and individual sessions will be reimbursed at \$50.00 per session. Table 3 below provides details regarding the maximum number of group/individual sessions, and total reimbursement amounts, for each level of treatment, per defendant.

Table 3.

Reimbursement Rates and Limitations						
Assessment and Treatment Program	Group Sessions	Maximum Optional Individual Sessions	Maximum Total Sessions	Maximum Assessment Reimbursement Rate	Maximum Individual and Group Reimbursement Rate	Maximum Reimbursement Per Defendant
<b>Level 1 Treatment Program</b> \$300 Assessment 26 \$50 group sessions 2 \$50 individual sessions	26	2	28	\$300	\$50	<b>\$1,700</b>
<b>Level 2 Treatment Program</b> \$300 Assessment 36 \$50 group sessions 3 \$50 individual sessions	39	3	42	\$300	\$50	<b>\$2,400</b>
<b>Level 3 Treatment Program</b> \$300 Assessment 52 \$50 group sessions 4 \$50 individual sessions	52	4	56	\$300	\$50	<b>\$3,100</b>
<b>Level 4 Treatment Program</b> \$300 Assessment 72 \$50 group sessions 6 \$50 individual sessions	78	6	84	\$300	\$50	<b>\$4,500</b>

In the event that a defendant fails to meet all of the treatment goals within the allocated treatment sessions and DVPOTS funding, a Provider may request, in writing, that the defendant be provided with additional DVPOTS funding for the sessions needed to meet treatment goals. The decision to provide additional funding is entirely at the discretion of Whatcom County.

### Invoicing Requirements:

1. The Provider shall submit itemized invoices no more than once monthly using the invoicing form attached to The Guide. Invoice documents will not contain Private Health Information (PHI).

2. Invoices must be received by Whatcom County District Court Probation no later than the 10<sup>th</sup> of the month following the month that service was provided.
3. Assessment invoices: Prior to submitting a reimbursement invoice, all required assessment documents must have previously been received by Whatcom County District Court Probation.
4. Treatment invoices: Providers submitting reimbursement invoices for treatment services must attach a copy of each defendant's monthly treatment report for the billing month.
5. Invoices or supporting documentation submitted with incomplete or inaccurate information will not be processed until corrected, or resubmitted, and may result in substantial processing delays.
6. The Provider may submit invoices and monthly reports by email to [DVPOTS@co.whatcom.wa.us](mailto:DVPOTS@co.whatcom.wa.us).
7. Invoices received by Whatcom County District Court Probation after the 10<sup>th</sup> of the month may result in substantial processing delays.
8. Payment by Whatcom County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Provider. The County may withhold payment of an invoice if the Provider submits it more than 30 days after the expiration of a contract.
9. Invoices must include the following statement, with an authorized signature and date:  
"I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice."
10. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
11. Recovery of Costs Claimed in Error: If the Contractor claims or the County reimburses for expenditures under this Agreement which the County later find were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

## ***Suspension and Termination of Funding***

The following events will result in the suspension or termination of a defendant's DVPOTS funding:

1. Completion of treatment.
2. Termination of treatment.
3. Failing to express a willingness to participate in treatment.
4. Funding allocation reached for the defendant's level of care.
5. Absence from treatment for a total of 15% or more of the total sessions for their treatment level:
  - a. Level 1 – no more than 4 sessions missed
  - b. Level 2 – no more than 6 sessions missed
  - c. Level 3 – no more than 8 sessions missed
  - d. Level 4 – no more than 12 sessions missed

6. Termination of probation monitoring.
7. Arrest warrant issued for referred charge.
8. DVPOTS funding withdrawn, reduced or limited.
9. DVPOTS funding limit reached.
10. Other reasons deemed appropriate by Whatcom County.

In the event of a warrant being issued a defendant's funding allocation will be held for 45 days. Reinstatement of funds may be available. See Defendant Access to DVPOTS Funding and Defendant Priority Populations sections.

Upon completion of treatment services, or discharge due to non-compliance, a discharge summary which meets the requirements of WAC 388-60B will be written and placed in the client chart within the time frame specified. Treatment completion and discharge is also documented in the corresponding section of the Monthly Progress Report and submitted to Whatcom County District Court Probation within 7 days of discharge. Individuals discharged due to non-compliance must have the report completed and submitted to Whatcom County District Court Probation within three days pursuant to WAC 388-60B. Client charts shall be established by the Provider for every individual served under this agreement, and will be stored and retained according to all state and federal laws regulating confidentiality and client record keeping.

**Internal DCP Processing Document**

**Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)**

**Defendant Qualification Form**

Defendant Name (Last, First, MI):	
DOB:	Case number(s):
Date:	
<b>Qualifying Criteria</b>	
Questions 1-7 to be completed by a Probation Officer and submitted to the Probation Manager	
Yes <input type="checkbox"/> No <input type="checkbox"/>	1. Cited (or flagged in JIS/JABS) for a domestic violence offense?
Documentation attached? Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Ordered by a Whatcom County court of limited jurisdiction to complete a domestic violence perpetrator assessment and recommendations? Court: <input type="checkbox"/> District Court, <input type="checkbox"/> Bellingham, <input type="checkbox"/> Blaine, <input type="checkbox"/> Everson, <input type="checkbox"/> Ferndale <input type="checkbox"/> Lynden, <input type="checkbox"/> Sumas
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Indigent as determined by: <input type="checkbox"/> Court order <input type="checkbox"/> Indigency review completed
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Monitored by: <input type="checkbox"/> Whatcom County District Court Probation <input type="checkbox"/> Ferndale Municipal Court Probation
Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> Unknown	5. Defendant indicates a willingness to participate in a domestic violence assessment and recommended treatment?
<b>Additional Screening Criteria</b>	
Yes <input type="checkbox"/> No <input type="checkbox"/>	6. At least two prior DV flagged convictions in JIS/JABS?
Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> Unknown	7. Assessed at level 2, 3, or 4, or high risk based on risk assessment?
Probation Officer Comments:	
PO signature:	Date:
<input type="checkbox"/> <i>Original to Probation Manager</i>	
<b>Probation Manager or Administrator review</b>	
Yes <input type="checkbox"/> No <input type="checkbox"/>	1. DVPOTS funds available for the jurisdiction?
Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Court order or docket entry attached?
If 1 and 2 in this section are both yes, stop here	
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Written request from a judicial officer?
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Previously accessed DVPOTS funds?
Yes <input type="checkbox"/> No <input type="checkbox"/>	5. Assessed at level 2, 3 or 4?
Yes <input type="checkbox"/> No <input type="checkbox"/>	6. At least two prior DV flagged convictions?
Comments:	
Yes <input type="checkbox"/> No <input type="checkbox"/> Qualified	Probation Manager or Administrator:
	Date:
<input type="checkbox"/> <i>Original to Senior Clerk</i> <input type="checkbox"/> <i>Copy to defendant's file</i>	

Updated 1/30/20

**Internal DCP Processing Document**  
**Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)**  
**Assessment and RNR Document Review**

DV Perpetrator Treatment Agency:		
Defendant Name (Last, First, MI):	DOB:	
Referring Court(s): Court 1	Court 2	Court 3
Assessment Start Date:	Assessment Completion Date:	

<b>Assessment: Has each area below been addressed?</b>	
Yes <input type="checkbox"/> No <input type="checkbox"/>	1. Relationships and access to victims
Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Cultural considerations
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Victimization
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Legal considerations
Yes <input type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> <li>• Current court orders (NCO, PO, parenting assessment, child support, supervised visitation etc.)</li> </ul>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> <li>• A summary of current and past police or incident reports involving coercive or abusive behaviors</li> </ul>
Yes <input type="checkbox"/> No <input type="checkbox"/>	5. Domain 1: Assessment for high risk factors
Yes <input type="checkbox"/> No <input type="checkbox"/>	6. Domain 2: Screening for traumatic brain injury
Yes <input type="checkbox"/> No <input type="checkbox"/>	7. Domain 3: Screening for mental health
Yes <input type="checkbox"/> No <input type="checkbox"/>	8. Domain 4: Belief systems
Yes <input type="checkbox"/> No <input type="checkbox"/>	9. Domain 5: Screening for substance use
Yes <input type="checkbox"/> No <input type="checkbox"/>	10. Domain 6: Assessment of environmental factors
Yes <input type="checkbox"/> No <input type="checkbox"/>	11. Domain 7: Assessment of standardized testing
Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Acute or Critical assessment factors
Yes <input type="checkbox"/> No <input type="checkbox"/>	13. Assessment summary included
Yes <input type="checkbox"/> No <input type="checkbox"/>	14. Recommended level of treatment included in the assessment
Yes <input type="checkbox"/> No <input type="checkbox"/>	15. Assessment summary signed, dated and include credentials and staff level?

<b>Risks, Needs and Responsivity Form</b>	
Yes <input type="checkbox"/> No <input type="checkbox"/>	Risks, Needs and Responsivity form fully completed

**Review of Documents**

Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Meets WAC requirements</b>
Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, what action has been taken:
Yes <input type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> <li>• The treatment agency has been notified</li> </ul>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> <li>• The defendant has been notified</li> </ul>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> <li>• A court hearing has been scheduled</li> </ul>
Yes <input type="checkbox"/> No <input type="checkbox"/>	<ul style="list-style-type: none"> <li>• Other action, explain:</li> </ul>

Probation Officer Comments:

Probation Officer: \_\_\_\_\_ Date: \_\_\_\_\_

For DVPOTS funded defendants, copy of assessment and original form to Probation Mgr.

AP Process:  OK to Pay Probation Manager or Administrator:

Date: \_\_\_\_\_  Original to Senior Clerk

## Monthly Treatment Report

- Domestic Violence Perpetrator Opportunity for Treatment Services (DVPOTS)  
 Non-DVPOTS report

*Prior authorization for reimbursement is required. Do not include medical information.*

Agency name:		<i>Probation Use Only</i>
Date:	Report Mo/Yr:	
Probation Officer:		<i>Section Fully Completed?</i>
Defendant Name (Last, First, MI):	DOB:	
Referring Court(s): Court 1                      Court 2                      Court 3		Yes <input type="checkbox"/> No <input type="checkbox"/>
Assess. Date:	Date of 1st Session:	Treatment level:
<b>Attendance</b>		<i>Probation Use Only</i>
Group session dates:		
Ind. session dates:		
Total sessions attended to date:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Total sessions missed since beginning treatment:		
<b>Treatment Status</b>		<i>Probation Use Only</i>
<input type="checkbox"/> Compliant		
<input type="checkbox"/> Noncompliant, due to:	<input type="checkbox"/> Lack of attendance <input type="checkbox"/> Failure to comply with treatment rules <input type="checkbox"/> Other, see comment section	
<input type="checkbox"/> Program completed on:		
<input type="checkbox"/> Terminated on (note specific reason in comment section):		Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments:		<i>Probation Use Only</i> <i>Section Fully Completed?</i> Yes <input type="checkbox"/> No <input type="checkbox"/>
Staff sign/date:	Credentials and staff level:	
Print name:		
Supervisor Sign/date:	Credentials and staff level:	
Print name:		
Fully completed? Yes <input type="checkbox"/> No <input type="checkbox"/>	Probation Staff:	Date:
<input type="checkbox"/> Non-DVPOTS, 1. Enter in the database and 2. Copy to defendant's file <input type="checkbox"/> DVPOTS/fully completed: 1. Enter in the database, 2. Original-Senior Clerk, 3. Copy-def. file <input type="checkbox"/> DVPOTS/not fully completed: original to Probation Manager and copy to defendant's file		
AP Process: <input type="checkbox"/> OK to Pay	Probation Manager or Administrator:	
Date:	<input type="checkbox"/> Original to Senior Clerk	



## DVPOTS Provider Monthly Invoice for Reimbursement

*Invoices must be received by Whatcom County District Court Probation at  
DVPOTS@co.whatcom.wa.us by the 10<sup>th</sup> of the month following the month services are  
provided. Monthly treatment reports must be attached.*

Invoice page of	Date:	Invoice Mo/Yr:	Probation Use Only Section Fully Completed? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Agency Name:					
Agency address: Is this a new address <input type="checkbox"/> Yes <input type="checkbox"/> No					
Contact person and phone #:					
<b>Assessment Reimbursement Request</b>				DCP Use Only Funding Source?	
Name	Docs submitted to probation?	Reimbursement amount			
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00			
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00			
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00			
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$300.00			
Total assessment reimbursement request		\$	COB <input type="checkbox"/> WC <input type="checkbox"/>		
<b>Group and Individual Treatment Reimbursement Request</b>				Probation Use Only Funding Source?	
Name	Report attached?	Billing mo. Sessions Attended	Session rate		Total by defendant
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
5.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
6.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
7.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
8.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
9.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
10.	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$50.00		\$
Total group and individual session reimbursement request			\$		Prob. Use OK to pay? Yes <input type="checkbox"/> No <input type="checkbox"/> Staff _____
Total assessment reimbursement request from above			\$		
<b>TOTAL REIMBURSEMENT REQUEST</b>			<b>\$</b>		
Signed:		Print Name:	Date:		
<i>I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.</i>					
AP Process: <input type="checkbox"/> OK to Pay	Sign:	Date:			

Updated 1/30/20



# Whatcom County

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

## Agenda Bill Master Report

File Number: **AB2020-152**

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<b>File ID:</b>	AB2020-152	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/18/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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

**TITLE FOR AGENDA ITEM:**

Discussion regarding rental eviction proceedings associated with COVID-19 public health emergency

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Discussion regarding rental eviction proceedings associated with COVID-19 public health emergency

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### HISTORY OF LEGISLATIVE FILE

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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: AB2020-149

<b>File ID:</b>	AB2020-149	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/17/2020	<b>Entered by:</b>	THelms@co.whatcom.wa.us		
<b>Department:</b>	County Executive's Office	<b>File Type:</b>	Ordinance		
<b>Assigned to:</b>	Council Finance and Administrative Services Committee			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020	<b>Enactment #:</b>			

Primary Contact Email: [thelms@co.whatcom.wa.us](mailto:thelms@co.whatcom.wa.us)

### TITLE FOR AGENDA ITEM:

Emergency ordinance amending the 2020 Whatcom County Budget, request no. 8, in the amount of \$1,155,821

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #8 requests funding from the General Fund:

1. To appropriate \$250,000 in Non Departmental to fund COVID-19 emergency response.
2. To authorize budget authority for new funding granted from the Washington State Department of Commerce for the purposes of providing emergency housing options necessary to respond to the COVID-19 outbreak in the amount of \$905,821

### HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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**Attachments:** proposed supplementals, Ordinance

# Supplemental Budget Request

*Status:* Pending

## Non-Departmental

Suppl ID # 3039 Fund 1 Cost Center ~~4000~~ 4903 Originator: T. Helms

Year 1 2019 Add'l FTE  Priority 1

<b>Name of Request:</b> COVID-19 Emergency Response	
X	3/12/2020 Date
<b>Department Head Signature (Required on Hard Copy Submission)</b>	

Costs:	Object	Object Description	Amount Requested
	6320	Office & Op Supplies	\$125,000
	6610	Contractual Services	\$125,000
	<b>Request Total</b>		<b>\$250,000</b>

**1a. Description of request:**

Emergency funding for COVID-19 Response as per the Whatcom County Proclamation of Emergency. Because an emergency exists Whatcom County departments are authorized to enter into contracts and incur obligation necessary to combat such emergency situations to protect the health and safety of persons.

**1b. Primary customers:**

Whatcom County citizens

**2. Problem to be solved:**

The response to COVID-19 is emergent and time-sensitive; every opportunity to acquire the tools and resources to effectively respond to the crisis is a priority. The impending crisis requires further efforts be taken to expand operations and planning actions to reduce the threat of life and public health.

**3a. Options / Advantages:**

There is no other option.

**3b. Cost savings:**

N/A

**4a. Outcomes:**

Resources will be acquired as needed to respond to the COVID-19 crisis.

**4b. Measures:**

Whatcom County will acquire the resources necessary to respond to this crisis.

**5a. Other Departments/Agencies:**

All Departments

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

Health Department - John Wolpers  
 Sheriff's Office/DEM - John Gargett

**6. Funding Source:**

General Fund

# Supplemental Budget Request

Status: Pending

<b>Health</b>		<b>Human Services</b>	
Suppl ID # 3044	Fund 122	Cost Center	Originator: Kathleen Roy
Year 2	2020	Add'l FTE <input type="checkbox"/>	Priority 1

**Name of Request:** State Emergency Housing Funds for Covid-19

**X**  3/17/20  
**Department Head Signature (Required on Hard Copy Submission)** **Date**

Costs:	Object	Object Description	Amount Requested
	4334.0421	Commerce Grant	(\$905,821)
	6610	Contractual Services	\$905,821
	<b>Request Total</b>		<b>\$0</b>

**1a. Description of request:**

We are requesting expenditure authority of new funding from the Washington State Department of Commerce for the purposes of providing emergency housing options necessary to respond to the COVID-19 outbreak as related to public health needs. These dollars are available for use through September 30, 2020.

**1b. Primary customers:**

People experiencing homelessness or otherwise in need of quarantine or isolation housing due to the COVID-19 outbreak.

**2. Problem to be solved:**

People who are homeless and in need of quarantine or isolation due to the COVID-19 outbreak currently have no safe housing options.

**3a. Options / Advantages:**

These additional funds will support an expansion of housing/shelter options which will promote individual as well as public health interests.

**3b. Cost savings:**

These funds are from the state and will not impact local funds. Cost savings will occur as people receive adequate housing when in need of isolation or quarantine, and negative impacts to public health are mitigated.

**4a. Outcomes:**

Increased housing/shelter opportunities to provide for safe and secure isolation or quarantine.

**4b. Measures:**

Number of additional housing/shelter options and services provided to support the expansion

**5a. Other Departments/Agencies:**

We will work closely with the city of Bellingham.

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

**6. Funding Source:**

Washington State Department of Commerce's COVID-19 Outbreak Emergency Housing Grant

**ORDINANCE NO.**

**AMENDMENT NO. 8 OF THE 2020 BUDGET  
(EMERGENCY ORDINANCE)**

**WHEREAS**, the County Executive has issued a Proclamation of Emergency to combat the spread of the COVID-19 virus; and,

**WHEREAS**, Whatcom County Code chapter 2.02.135 provides for an emergency ordinance to become immediately effective when approved by two thirds vote of the County Council and signature of the County Executive; and,

**WHEREAS**, the County Council adopted an initial emergency funding ordinance of \$250,000 on March 10, 2020; and

**WHEREAS**, additional expenditure authority of \$250,000 is required to preserve the health and safety of County citizens; and,

**WHEREAS**, Washington State Department of Commerce has awarded Whatcom County Health Department a \$905,821 grant to address emergency housing needs due to the COVID-19 outbreak; and

**WHEREAS**, the 2019-2020 budget was adopted November 20, 2018; and,

**WHEREAS**, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council,

**FINDINGS:** The spread of the COVID-19 virus presents a continuing threat to the health and safety of the citizens of Whatcom County. Whatcom County needs additional budget appropriation to acquire the tools and resources to effectively respond to the crisis and to provide for emergency housing needs,

**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 an additional \$1,155,821 to the 2020 budget as presented herein:

Fund	Expenditures	Revenues	Net Effect
General Fund - Non Departmental	250,000	-	250,000
Homeless Housing Fund - Health	905,821	(905,821)	-
Total Supplemental	1,155,821	(905,821)	250,000

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the Whatcom County Council that the County Executive is authorized to transfer appropriation authority out of the COVID-19 Emergency Response cost center in Non Departmental to other funds and departments as necessary to cover COVID-19 expenditures being incurred therein.

**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: \_\_\_\_\_

<b>WHATCOM COUNTY</b>				
<b>Summary of the 2020 Supplemental Budget Ordinance No. 8</b>				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
<b>General Fund - Non Departmental</b>	To fund COVID-19 emergency response	<u>250,000</u>	-	<u>250,000</u>
<b>Homeless Housing Fund - Health</b>	To fund COVID-19 Outbreak Emergency Housing project from grant proceeds.	<u>905,821</u>	<u>(905,821)</u>	-
<b>Total Supplemental</b>		<u><b>1,155,821</b></u>	<u><b>(905,821)</b></u>	<u><b>250,000</b></u>





# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-153

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<b>File ID:</b>	AB2020-153	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/19/2020	<b>Entered by:</b>	JThomson@co.whatcom.wa.us		
<b>Department:</b>	Health Department	<b>File Type:</b>	Interlocal		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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

### TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce for emergency housing funding necessary to immediately respond to the COVID-19 outbreak, in the amount of \$905,821

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

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### HISTORY OF LEGISLATIVE FILE

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Date:	Acting Body:	Action:	Sent To:
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**Attachments:** Memo to County Executive, WA Dept of Commerce COVID-19 Emergency Housing Agreement



**MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Kathleen Roy, Assistant Director

**RE:** Washington State Department of Commerce – COVID-19 Outbreak  
Emergency Housing Grant

**DATE:** March 17, 2020

---

Enclosed is one (1) original of an Interlocal Agreement between Whatcom County and the Washington State Department of Commerce for your review and signature.

▪ **Background and Purpose**

The COVID-19 Outbreak Emergency Housing Grant provides funding for emergency housing necessary to immediately respond to the COVID-19 outbreak. This funding may be used to create isolation and quarantine housing, create additional shelter capacity to replace shelter capacity lost when social distancing was increased, increase sanitation in existing homeless housing, and other costs associated with addressing the public health needs of people experiencing homelessness or displaced from their former housing due to the COVID-19 outbreak.

▪ **Funding Amount and Source**

This contract provides \$905,821 in funding through September 30, 2020 from the Washington State Department of Commerce. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.



**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8550 Human Services / 855040 Housing Program
Contract or Grant Administrator:	Barbara Johnson-Vinna
Contractor's / Agency Name:	Washington State Department of Commerce

Is this a New Contract?      If not, is this an Amendment or Renewal to an Existing Contract?      Yes     No   
 Yes     No       If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval?      Yes     No     If No, include WCC: \_\_\_\_\_  
 Already approved? Council Approved Date: \_\_\_\_\_  
 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?  
 Yes     No       If yes, grantor agency contract number(s):      316-46108-35    CFDA#: \_\_\_\_\_

Is this contract grant funded?  
 Yes     No       If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process?  
 Yes     No     If yes, RFP and Bid number(s): \_\_\_\_\_      Contract Cost Center: \_\_\_\_\_

Is this agreement excluded from E-Verify?      No     Yes     If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 905,821  
 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: This grant provides funding for emergency housing necessary to immediately respond to the COVID-19 outbreak.

Term of Contract:	6.5 Months	Expiration Date:	09/30/2020
-------------------	------------	------------------	------------

Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>03/16/2020</u>
	2. Attorney signoff: _____	Date: <u>3-17-20</u>
	3. AS Finance reviewed: <u>Barnett</u>	Date: <u>3/17/20</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: _____



**Grant Agreement with**

Whatcom County Health Department

through

Housing Assistance Unit

**For**

Washington State COVID-19 Outbreak Emergency Housing Grant

**Start date:** March 15, 2020

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Attachment A, Scope of Work

Attachment B, Budget


Attachment C, Covid-19 Emergency Housing Grant Guidelines

Attachment D, Grantee's Plan

## FACE SHEET

Contract Number: 316-46108-35

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
COVID-19 Outbreak Emergency Housing Grant**

<b>1. Grantee</b> Whatcom County Health Department 509 Girard St Bellingham, WA 98225		<b>2. COMMERCE Additional Contact Information</b> Tedd Kelleher, Senior Managing Director phone (360)725-2930, email: <a href="mailto:tedd.kelleher@commerce.wa.gov">tedd.kelleher@commerce.wa.gov</a> Kathy Kinard, Manager Phone (360) 742-2118, email: <a href="mailto:kathy.kinard@commerce.wa.gov">kathy.kinard@commerce.wa.gov</a>	
<b>3. Grantee Representative</b> Barbara Johnson-Vinna Housing Specialist (360) 778-6046 bjjohnso@co.whatcom.wa.us		<b>4. COMMERCE Representative</b> Sarah Harrison Grant Manager (360) 725-5073 Sarah.Harrison@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
<b>5. Grant Amount</b> \$905,821	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> March 15, 2020
<b>8. End Date</b> September 30, 2020			
<b>9. Tax ID #</b> XXXXXXXXXXXXXXX	<b>10. SWV #</b> SWV0002425-01	<b>11. UBI #</b> 371010246	<b>12. DUNS #</b> N/A
<b>13. Grant Purpose</b> Provide funding for emergency housing necessary to respond to the COVID-19 outbreak.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Washington State COVID-19 Emergency Housing Grant Guidelines, and Attachment D, Grantee's Plan.			
<b>FOR GRANTEE</b>  _____ Signature Kathleen Roy, Assistant Director _____ Print Name and Title 3/16/20 _____ Date		<b>FOR COMMERCE</b> _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date  <b>APPROVED AS TO FORM ONLY</b> <b>Sandra C. Adix</b> <b>ASSISTANT ATTORNEY GENERAL</b> <b>March 15, 2020</b> <b>APPROVAL ON FILE</b>	



DEPARTMENT APPROVAL



Anne Deacon, Human Services Manager

3/16/20

Date

WHATCOM COUNTY

\_\_\_\_\_  
SATPAL SIDHU  
County Executive

STATE OF WASHINGTON )

)

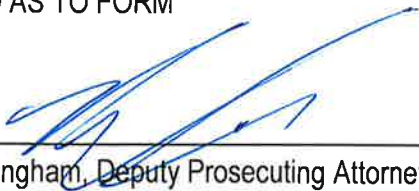
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham.

My Commission expires: \_\_\_\_\_

APPROVED AS TO FORM



Royce Buckingham, Deputy Prosecuting Attorney

3-17-20

Date

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

**2. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

**3. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**4. INSURANCE**

**Local Government Grantees that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage below under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington

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State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**Non Self Insurance Program**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

**6. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work

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- Attachment B – Budget
- Attachment C, Guidelines
- Attachment D, Grantee's Plan

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**1. DEFINITIONS**

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

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

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

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**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee 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 telecommunications.

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

**9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

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

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

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

**10. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program

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administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**11. COPYRIGHT**

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

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

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

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

**12. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**13. DUPLICATE PAYMENT**

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

**14. GOVERNING LAW AND VENUE**

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

**15. INDEMNIFICATION**

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

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

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

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

**16. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

**17. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.



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**18. LAWS**

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

**19. LICENSING, ACCREDITATION AND REGISTRATION**

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

**20. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**22. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

**23. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

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**24. PUBLICITY**

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

**25. RECAPTURE**

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

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

**26. RECORDS MAINTENANCE**

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

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

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

**27. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**28. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**29. SAVINGS**

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

**30. SEVERABILITY**

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

**31. SITE SECURITY**

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

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**32. SUBGRANTING/SUBCONTRACTING**

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

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

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

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

**33. SURVIVAL**

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

**34. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**35. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**36. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

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**37. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**38. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

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

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

**39. WAIVER**

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

**Scope of Work**

Funding is provided to Whatcom County to respond to the COVID-19 outbreak related to public health needs of people experiencing homelessness or otherwise in need of quarantine or isolation housing due to the COVID-19 outbreak.

Activities funded under this Grant will be performed in accordance with the Washington State COVID-19 Outbreak Emergency Housing Grant Guidelines and the Grantee's Plan as may be amended from time to time, attached here to and incorporated herein as Attachments C and D.

**Budget**

**March 15, 2020 – September 30, 2020**

Budget	Amount
For all things allowable in the COVID-19 Outbreak Emergency Housing Grant Guidelines, Attachment C.	\$905,821



# **Washington State COVID-19 Outbreak Emergency Housing Grant GUIDELINES**

**March 15, 2020**

**Version 1**



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## **1 Grant Purpose**

Provide funding to address the COVID-19 outbreak related public health needs of people experiencing homelessness or otherwise in need of quarantine or isolation housing due to the COVID-19 outbreak.

The Department of Commerce (Department) may revise the Guidelines at any time and will notify the Grantee immediately before requiring implementation of changes.

## **2 Plan required before release of funds for reimbursement**

Reimbursement of funds under this grant is contingent on approval by the Department of a brief plan developed by the Grantee ("Plan"), as may be amended from time to time, that includes at a minimum the following:

- Brief description of how the Grantee is consulting with and coordinating the use of funds with at least the largest city in the county, the county government (if the Grantee is not a county government), the Consolidated Homeless Grant grantee (if the Grantee is not the Consolidated Homeless Grant grantee), and the local public health jurisdiction.
- Brief description of the steps and timeline of the process the Grantee will implement to work with the local public health jurisdiction and other relevant stakeholders to estimate the unmet need for quarantine and isolation housing for people living unsheltered or living in homeless housing or who cannot isolate or quarantine themselves in housing previously available to them.
- Brief description of actions the Grantee will take to address COVID-19 outbreak related quarantine and isolation housing needs of people living unsheltered or in homeless housing or who cannot isolate or quarantine themselves in housing previously available to them.
- Grantee will notify the Department if/as Grantee's Plan change; Department's approval of revisions to the Plan shall not be unreasonably withheld.

The Grantee shall submit its estimate of unmet need for quarantine and isolation housing to the Department as soon as possible when completed.

It is estimated that all isolation and quarantine housing and will need to be ready to occupy by April 1, 2020 to address COVID-19 outbreak. Please work with your local public health jurisdiction to determine the necessary completion date for your area.

### **3 Allowable Operations, Services, and other Non Capital Costs**

The Department will reimburse leasing, operations, services, maintenance, administration and all other costs associated with new or repurposed housing that is necessary to respond to the COVID-19 outbreak. New or repurposed housing includes but is not limited to leased motels and hotels, master leased rental housing, and leased buildings not originally intended for use as housing. The Grantee shall obtain written approval from the relevant local public health jurisdiction prior to occupancy of housing supported by grant funds, and the approval shall include an assertion by the local public health jurisdiction that the housing is necessary to protect public health due to the COVID-19 outbreak.

The Department will reimburse costs associated with increased sanitation in existing homeless housing and subsidized housing, or for people living unsheltered, including supplies, staff costs, outreach, administration and all other costs associated with improving sanitation. The Grantee shall obtain written approval from the relevant local public health jurisdiction prior to expenditure of grant funds for sanitation, and the approval shall include an assertion by the local public health jurisdiction that the increased sanitation is necessary to protect public health due to the COVID-19 outbreak.

The Department will reimburse other costs associated with addressing the public health needs of people experiencing homelessness, living in subsidized housing, or displaced from their former housing due to the COVID-19 outbreak. Other costs include planning and administration expenses. The Grantee shall obtain written approval from the relevant local public health jurisdiction prior to expenditure of grant funds for other costs, and the approval shall include an assertion by the local public health jurisdiction that the other costs are the highest and best use of limited resources to address the COVID-19 related public health issues of people experiencing homelessness.

Rent assistance is not an allowable expense. Grantees are encouraged to request that the Department allow the use of Grant funds outside the scope described in this Grant if such expenditures are critical to addressing the COVID-19 outbreak.

### **4 Allowable Acquisition and Construction Costs**

The Department will reimburse costs associated with acquisition, construction and other costs necessary to obtain and prepare for occupancy housing necessary to respond to the COVID-19 outbreak.

If any of the funds granted under this Grant are used for property acquisition and or capital improvements, the Grantee agrees to use the real property or properties to provide permanent

or emergency housing for low-income households, as defined under RCW 43.185A.010(6), except during State of Emergency related to the COVID-19 outbreak described in the Proclamation by the Governor, 20-05. All amounts used for property acquisitions and or capital improvements shall be evidenced by promissory notes, deeds of trust, and low-income restrictive covenants running with the land in favor of the Department. Each deed of trust and covenant shall be recorded at the county or counties in which the property or properties are located.

The Grantee shall obtain written approval from the relevant local public health jurisdiction regarding the intended use of the housing prior to acquisition and prior to occupancy of housing supported by grant funds, and the approval shall include an assertion by the local public health jurisdiction that the housing is necessary to protect public health.

#### **5 Reimbursement of actual costs**

The Department will only reimburse actual operations, services, acquisition, construction and other allowable costs as described in this Grant.

The Grantee will make a good faith effort to not incur costs reimbursable under this grant in excess of what is reasonable given market prices, balanced by the need to act promptly to procure and operate housing and provide services necessary to respond to the State of Emergency.

#### **6 Eligible populations, documentaton, and non-discrimination based on housing status**

The primary purpose of this grant is addressing the health needs of people unsheltered or living in homeless housing, or who are in need of isolation or quarantine housing due to the COVID-19 outbreak.

Documentation of the housing status of people housed or served by these funds is not necessary.

Funds can be used to provide housing and other services to people who are not living unsheltered or in homeless housing, as long as the expenditures are in good faith realistically available to people who are unsheltered or living in homeless housing.

#### **7 Reporting requirements**

During the State of Emergency related to COVID-19 outbreak reporting is a secondary

consideration. When the State of Emergency has ended, or if the Department determines Grantee workload allows adequate time for reporting, the Department will require reporting on the use of the funds including the number of beds created and expenditures by categories including housing, sanitation, and other costs. The Department will work with Grantees to establish reasonable reporting requirements that can be fulfilled using information collected from regular expenditure accounting systems or other readily available information sources.



# Whatcom County

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

## Agenda Bill Master Report

File Number: AB2020-155

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<b>File ID:</b>	AB2020-155	<b>Version:</b>	1	<b>Status:</b>	Agenda Ready
<b>File Created:</b>	03/19/2020	<b>Entered by:</b>	DBrown@co.whatcom.wa.us		
<b>Department:</b>	Council Office	<b>File Type:</b>	Discussion		
<b>Assigned to:</b>	Council			<b>Final Action:</b>	
<b>Agenda Date:</b>	03/24/2020			<b>Enactment #:</b>	

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

**TITLE FOR AGENDA ITEM:**

Discussion regarding property tax law as it related to COVID-19

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Discussion regarding property tax law as it related to COVID-19

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### HISTORY OF LEGISLATIVE FILE

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



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

### TITLE FOR AGENDA ITEM:

Discussion with PDS regarding ideas received from the BIAWC related to health order essential function

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion with PDS regarding ideas received from the BIAWC related to health order essential function

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Attachments: