

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

AGENDA FOR May 5, 2020

VIRTUAL MEETING – VIEW ON-LINE

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION (12:30 P.M.)

COUNCIL (1 P.M.)

COMMITTEE AGENDA

COMMITTEE OF THE WHOLE – EXECUTIVE SESSION

12:30 p.m. Tuesday, May 5, 2020

Virtual Meeting

Call To Order

Roll Call

Committee Discussion

1. AB2020-201 Update on negotiations and planning strategy discussion regarding collective bargaining. Discussion of this item may take place in executive session (closed to public) pursuant to RCW 42.30.140(4)(a)
Page 1

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING

1 p.m. Tuesday, May 5, 2020

Virtual Meeting

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

Councilmembers will participate in this meeting remotely through an online web-based meeting platform. Councilmembers will NOT be present in the Courthouse for this meeting. Per Washington State Proclamation, in-person attendance at meetings is prohibited at this time. The public is invited to email written comments to the Council at council@co.whatcom.wa.us. A live stream of the meeting will be available for viewing through the Council's Legislative Information Center.

EXECUTIVE REPORT

OTHER ITEMS

1. AB2020-116 Update on COVID-19
Page 2
2. AB2020-117 Discussion of strategies related to COVID-19
Council Acting as the Health Board
Page 3
3. AB2020-186 Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of a forestry conservation easement on the Kiera-Duffy property through the Purchase of Development Rights (PDR) Program
Pages 4 - 24

4. AB2020-187 Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of a forestry conservation easement on the Squalicum Forest property through the Purchase of Development Rights (PDR) Program
Pages 25 - 45
5. AB2020-193 Request authorization for the County Executive to amend a contract between Whatcom County and Washington State Military for the FY2017 Operation Stonegarden Program grant replaces Revised Attachment 2, Work Plan/Budget including amending the amounts of the budget categories and replacing the approval letter and Personnel Cap Waiver
Pages 46 - 57
6. AB2020-188 Ordinance supporting a thoughtful approach to doing business in Whatcom County during the COVID-19 pandemic
Pages 58 - 59
7. AB2020-189 Ordinance providing permitting relief to food establishments
Pages 60 - 63
8. AB2020-185 Resolution authorizing Whatcom County Executive Satpal Sidhu to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office (Office) Washington Wildlife and Recreation Farmland and Forestland Preservation project grants
Pages 64 - 68
9. AB2020-202 Emergency ordinance establishing a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic
Consideration and adoption by Council and Health Board
Pages 69 - 77
10. AB2020-205 Emergency ordinance amending the Whatcom County 2020 Budget in the amount of \$50,000
Pages 78 - 79
11. AB2020-144 Request authorization for the County Executive to enter into a contract between Whatcom County and Sea Mar Community Health Centers to administer the Law Enforcement Assisted Division (LEAD) Program, in the amount of \$288,778
Pages 80 - 127

INTRODUCTION ITEMS

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

1. AB2020-194 Ordinance amending the 2020 Whatcom County Budget, request no. 12, in the amount of \$77,641
Pages 128 - 132
2. AB2020-195 Ordinance amending the 2020 Whatcom County Budget, request no. 7, in the amount of \$250,000 (Supersedes Ord. No. 2020-008)
Pages 133 - 137
3. AB2020-196 Ordinance amending the 2020 Whatcom County Budget, request no. 8, in the amount of \$1,155,821 (Supersedes Ord. No. 2020-012)
Pages 138 - 141

4. AB2020-197 Ordinance establishing the COVID-19 Emergency Response Fund and establishing a budget for the COVID-19 Emergency Response Fund (Supersedes Ord. No. 2020-016)
Pages 142 - 144
5. AB2020-198 Ordinance amending the 2020 Whatcom County Budget, Request No. 10, in the amount of \$3,000,000 (Supersedes Ord. No. 2020-018)
Pages 145 - 147
6. AB2020-199 Ordinance amending the 2020 Whatcom County Budget, request no. 11, in the amount of \$154,946 (Supersedes Ord. No. 2020-020)
Pages 148 - 150
7. AB2020-200 Ordinance authorizing an interfund loan to finance cash flow for COVID-19 emergency response (replaces Ord. No. 2020-015 and Ord. No. 2020-017)
Pages 151 - 152
8. AB2020-204 Ordinance (interim) establishing a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic
Pages 153 - 161

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: **AB2020-201**

File ID:	AB2020-201	Version:	1	Status:	Agenda Ready
File Created:	04/27/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Discussion		
Assigned to:	Council Committee of the Whole-Executive Session			Final Action:	
Agenda Date:	05/05/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Update on negotiations and planning strategy discussion regarding collective bargaining. Discussion of this item may take place in executive session (closed to public) pursuant to RCW 42.30.140(4)(a) (AB2020-042)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Update on negotiations and planning strategy discussion regarding collective bargaining. Discussion of this item may take place in executive session (closed to public) pursuant to RCW 42.30.140(4)(a) (AB2020-042)

HISTORY OF LEGISLATIVE FILE

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-116

File ID:	AB2020-116	Version:	1	Status:	Agenda Ready
File Created:	02/26/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Report		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

Primary Contact Email:

TITLE FOR AGENDA ITEM:

Update on COVID-19

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Update on COVID-19

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/10/2020	Council as the Health Board (Special)	DISCUSSED	
03/12/2020	Council as the Health Board (Special)	DISCUSSED	
03/17/2020	Council as the Health Board (Special)	DISCUSSED	
03/19/2020	Council as the Health Board (Special)	DISCUSSED	
03/26/2020	Council (Special)	DISCUSSED	
03/31/2020	Council (Special)	DISCUSSED	
04/03/2020	Council (Special)	DISCUSSED	
04/07/2020	Council	DISCUSSED	
04/21/2020	Council	DISCUSSED	

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-117

File ID: AB2020-117	Version: 1	Status: Agenda Ready
File Created: 02/26/2020	Entered by: DBrown@co.whatcom.wa.us	
Department:	File Type: Discussion	
Assigned to: Council		Final Action:
Agenda Date: 05/05/2020		Enactment #:

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

TITLE FOR AGENDA ITEM:

Discussion of strategies related to COVID-19

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion of strategies related to COVID-19

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/19/2020	Council (Special)	DISCUSSED AND A MOTION WAS APPROVED	
03/26/2020	Council (Special)	DISCUSSED	
03/31/2020	Council (Special)	DISCUSSED	
04/03/2020	Council (Special)	DISCUSSED	
04/07/2020	Council	DISCUSSED	
04/09/2020	Council (Special)	DISCUSSED AND A MOTION WAS APPROVED	
04/21/2020	Council	DISCUSSED	

Attachments:



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-186

File ID:	AB2020-186	Version:	1	Status:	Agenda Ready
File Created:	04/20/2020	Entered by:	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Contract		
Assigned to:	Council	Final Action:			
Agenda Date:	05/05/2020	Enactment #:			

Primary Contact Email: rsnijder@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of a forestry conservation easement on the Kiera-Duffy property through the Purchase of Development Rights (PDR) Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

A signed grant agreement is needed immediately to secure funding. Please see attached memo for full summary.

HISTORY OF LEGISLATIVE FILE

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

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 *MAP*

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

DATE: April 14, 2020

SUBJECT: Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of a forestry conservation easement on the Kiera-Duffy property through the Purchase of Development Rights (PDR) Program.

Whatcom County PDR Program staff applied to the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Forestland Preservation grant program in 2019 for several of the Purchase of Development Rights Program applications. Several of the Whatcom County applications ranked well and upon passage of the Washington State Capital Budget in 2020, the Kiera-Duffy application has been awarded matching funds to contribute towards the purchase of a forestry conservation easement on the Kiera-Duffy property. Currently, the state legislature is looking to reclaim grants that are not yet under an agreement. It is therefore urgent that this agreement be signed immediately in order to not lose funding.

This request is to sign a grant agreement to secure funding from RCO. It does not obligate Whatcom County to spend funds. This project will still require Council approval before a forestry conservation easement can be completed.

Kiera-Duffy applied to the PDR Program in November of 2017. Approval to proceed with the acquisition of a title search and appraisal was approved by Whatcom County Council on May 21, 2019 through Resolution 2019-026. Authorization to apply for funding assistance for this application was approved by Whatcom County Council on May 21, 2019 through Resolution 2019-027.

Request Summary

PDR Program Staff request approval for the Executive to sign the Funding Board Project Agreement for project number 19-1535A (Kiera-Duffy Forestry Conservation Easement) to receive matching funds to support acquisition of a forestry conservation easement on the Kiera-Duffy property. This request is to secure funding from RCO and does not obligate Whatcom County to spend funds.

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

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	

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Term of Contract: _____	Expiration Date: _____
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Contract Routing:	1. Prepared by: _____	Date: _____
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Project Sponsor: Whatcom County
Project Title: Kiera-Duffy Forestry Conservation Easement

Project Number: 19-1535A
Approval Date: 10/02/2019

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Whatcom County (Sponsor, and primary Sponsor), 322 N Commercial Suite 210, Bellingham, WA 98225, Whatcom Land Trust (Sponsor, and secondary Sponsor), PO Box 6131, Bellingham, WA 98227, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments and Agreement Section.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Farm and Forest Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Whatcom County and the Whatcom Land Trust will use this grant to purchase a forestland conservation easement on about 55.6 acres of privately held forestland. The easement will permanently extinguish 2 development rights thereby ensuring that the land remains available for timber harvest in perpetuity.

PERIOD OF PERFORMANCE

The period of performance begins on March 1, 2020 (project start date) and ends on May 31, 2022 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$117,361.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Forestland Preservation	47.80%	\$117,361.00	State
Project Sponsor	52.20%	\$128,139.00	
Total Project Cost	100.00%	\$245,500.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO’s director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement, WAC Title 286, RCFB policies, and shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Forestland Program Manual (10c)

SPECIAL CONDITIONS

None.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Sponsor Project Contact

Becky Snijder

5280 Northwest Dr
Bellingham, WA 98226
rsnijder@whatcomcounty.us

RCO Contact

Kim Sellers
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kim.sellers@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

This Agreement, for project 19-1535, shall be subject to the written approval of the RCO’s authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Whatcom County

By: _____

Date: _____

Name (printed): _____

Approved as to Form:

Title: _____

By: _____

Royce Buckingham
Senior Civil Deputy Prosecuting Attorney

Whatcom Land Trust

By: _____

Date: _____

Name (printed): _____

Title: _____

**State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: Brian Staller
Assistant Attorney General

Date: 01/01/2019

Project Sponsor: Whatcom County
Project Title: Kiera-Duffy Forestry Conservation Easement

Project Number: 19-1535A
Approval Date: 10/02/2019

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Kiera-Duffy Forestry Conservation Easeme (Worksite #1, Kiera-Duffy Forestry Conservation Easement)

Real Property Acquisition

Forestland Easement

Acres by Acreage Type (Forestland):

Uplands 55.60

Acres available for timber harvest: 55.60

Number of development rights acquired: 2

Number of development rights retained within the building envelope: 0

Structures that lie within the building envelope: Barn, Residence, Shed

Select the water rights associated with this property: Unknown

Incidentals

Appraisal

Appraisal Review

Baseline Documentation

Closing, Recording, Taxes, Title

Survey (Acq)

Administrative Costs (Acq)

Administrative costs (Acq)

Project Sponsor: Whatcom County
Project Title: Kiera-Duffy Forestry Conservation Easement

Project Number: 19-1535A
Approval Date: 10/02/2019

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Project Start	03/01/2020	
	Order Appraisal(s)	07/01/2020	
	Progress Report Due	07/31/2020	
	Annual Project Billing Due	07/31/2020	
	Order Appraisal Review(s)	11/01/2020	
	Progress Report Due	12/01/2020	
	Purchase Agreement Signed	02/01/2021	
	Submit Draft Easement to RCO	06/01/2021	
	Progress Report Due	07/31/2021	
	Annual Project Billing Due	07/31/2021	
	Baseline Documentation to RCO	09/01/2021	
	Acquisition Closing	12/01/2021	
	Progress Report Due	12/02/2021	
	Final Billing Due	04/01/2022	
	Recorded Acq Documents to RCO	04/01/2022	
	Recorded Land Survey to RCO	04/01/2022	
	Final Report Due	04/15/2022	
	RCO Final Inspection	04/30/2022	
	Agreement End Date	05/31/2022	

Project Sponsor: Whatcom County
Project Title: Kiera-Duffy Forestry Conservation Easement

Project Number: 19-1535A
Approval Date: 10/02/2019

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions as of 03/06/2020.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled “Recreation and Conservation Office Agreement” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect.

applicable manual(s) -- A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
- D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. 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.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's

defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, which ever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
 - 1) All approved or required activities outlined in the Agreement are done;
 - 2) On-site signs are in place (if applicable);
 - 3) A final project report is submitted to and accepted by RCO;
 - 4) Any other required documents and media are complete and submitted to RCO;
 - 5) A final reimbursement request is submitted to RCO;
 - 6) The completed project has been accepted by RCO;
 - 7) Final amendments have been processed;
 - 8) Fiscal transactions are complete, and
 - 9) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in

addition to any other remedies available at law or in equity.

- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

- 1) Publish a notice to the public requesting bids/proposals for the project;
- 2) Specify in the notice the date for submittal of bids/proposals;
- 3) Specify in the notice the general procedure and criteria for selection; and
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, 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, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the RCO's right to inspect and access lands acquired or developed with this funding assistance.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be

imposed on residents at comparable state or local public facilities.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- D. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
 - 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 - 3) **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- B. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a

written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State law (constitution, statute);
- F. Washington Administrative Code;
- G. Applicable RCO manuals.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and

damages.

TERMINATION AND SUSPENSION

The RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three-person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

The provisions of this Agreement 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 Agreement.

END OF AGREEMENT

This is the end of the agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-187

File ID:	AB2020-187	Version:	1	Status:	Agenda Ready
File Created:	04/20/2020	Entered by:	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Contract		
Assigned to:	Council	Final Action:			
Agenda Date:	05/05/2020	Enactment #:			

Primary Contact Email: rsnijder@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of a forestry conservation easement on the Squalicum Forest property through the Purchase of Development Rights (PDR) Program

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

A signed grant agreement is needed immediately to secure funding. Please see attached memo for full summary.

HISTORY OF LEGISLATIVE FILE

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



Memorandum

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

THROUGH: Mark Personius, Director, PDS *MAP*

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

DATE: April 14, 2020

SUBJECT: Request approval to sign agreement with Washington State Recreation and Conservation Office in order to secure matching funds for the acquisition of a forestry conservation easement on the Squalicum Forest property through the Purchase of Development Rights (PDR) Program.

Whatcom County PDR Program staff applied to the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Forestland Preservation grant program in 2019 for several of the Purchase of Development Rights Program applications. Several of the Whatcom County applications ranked well and upon passage of the Washington State Capital Budget in 2020, the Squalicum Forest application has been awarded matching funds to contribute towards the purchase of a forestry conservation easement on the Squalicum Forest property. Currently, the state legislature is looking to reclaim grants that are not yet under an agreement. It is therefore urgent that this agreement be signed immediately in order to not lose funding.

This request is to sign a grant agreement to secure funding from RCO. It does not obligate Whatcom County to spend funds. This project will still require Council approval before a forestry conservation easement can be completed.

Squalicum Forest applied to the PDR Program in May of 2015. Authorization to apply for funding assistance for this application was approved by Whatcom County Council on May 21, 2019 through Resolution 2019-027.

Request Summary

PDR Program Staff request approval for the Executive to sign the Funding Board Project Agreement for project number 19-1330A (Squalicum Forestry Conservation Easement) to receive matching funds to support acquisition of a forestry conservation easement on the Squalicum Forest property. This request is to secure funding from RCO and does not obligate Whatcom County to spend funds.

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	
Division/Program: <i>(i.e. Dept. Division and Program)</i>	
Contract or Grant Administrator:	
Contractor's / Agency Name:	

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

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

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

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

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

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 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.
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Summary of Scope:

Term of Contract:	Expiration Date:
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Contract Routing:	1. Prepared by: _____	Date: _____
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Project Sponsor: Whatcom County
Project Title: Squalicum Forestry Conservation Easement

Project Number: 19-1330A
Approval Date: 10/02/2019

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Whatcom County (Sponsor, and primary Sponsor), 322 N Commercial Suite 210, Bellingham, WA 98225, Whatcom Land Trust (Sponsor, and secondary Sponsor), PO Box 6131, Bellingham, WA 98227, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments and Agreement Section.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Farm and Forest Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Whatcom County and the Whatcom Land Trust will use this grant funding to purchase a forestland conservation easement on about 160 acres of privately-owned forestland near the City of Bellingham. This property contains a significant portion of the headwaters of Squalicum Creek and the landowner plans to continue opportunities for recreational opportunities including horseback riding, hiking, and camping. This project permanently extinguishes eight development rights ensuring that the property will be available for timber production in perpetuity.

PERIOD OF PERFORMANCE

The period of performance begins on March 1, 2020 (project start date) and ends on June 30, 2022 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this acquisition project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$350,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Forestland Preservation	46.79%	\$350,000.00	State
Project Sponsor	53.21%	\$398,000.00	
Total Project Cost	100.00%	\$748,000.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO’s director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement, WAC Title 286, RCFB policies, and shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Forestland Program Manual (10c)

SPECIAL CONDITIONS

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Sponsor Project Contact

Becky Snijder

5280 Northwest Dr
Bellingham, WA 98226
rsnijder@whatcomcounty.us

RCO Contact

Kim Sellers
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kim.sellers@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

This Agreement, for project 19-1330, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Whatcom County

By: _____

Date: _____

Name (printed): _____

Approved as to Form:

Title: _____

By: _____

Royce Buckingham
Senior Civil Deputy Prosecuting Attorney

Whatcom Land Trust

By: _____

Date: _____

Name (printed): _____

Title: _____

**State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: Brian Toller
Assistant Attorney General

Date: 01/01/2019

Project Sponsor: Whatcom County
Project Title: Squalicum Forestry Conservation Easement

Project Number: 19-1330A
Approval Date: 10/02/2019

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Squalicum Forest (Worksite #1, Squalicum Forest)

Real Property Acquisition

Forestland Easement

Acres by Acreage Type (Forestland):

Uplands	160.00
Acres available for timber harvest:	160.00
Number of development rights acquired:	8
Number of development rights retained within the building envelope:	0
Structures that lie within the building envelope:	None
Select the water rights associated with this property:	No rights claimed

Incidentals

Appraisal

Appraisal Review

Baseline Documentation

Closing, Recording, Taxes, Title

Stewardship plan

Acres included in the stewardship plan:	160.00
---	--------

Survey (Acq)

Administrative Costs (Acq)

Administrative costs (Acq)

Project Sponsor: Whatcom County
Project Title: Squalicum Forestry Conservation Easement

Project Number: 19-1330A
Approval Date: 10/02/2019

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Project Start	03/01/2020	
	Order Appraisal(s)	05/01/2020	
	Order Appraisal Review(s)	07/01/2020	
	Progress Report Due	07/31/2020	
	Annual Project Billing Due	07/31/2020	
	Purchase Agreement Signed	11/01/2020	
	Progress Report Due	12/01/2020	
	Submit Draft Easement to RCO	04/01/2021	
	Progress Report Due	07/31/2021	
	Annual Project Billing Due	07/31/2021	
	Baseline Documentation to RCO	08/01/2021	
	Progress Report Due	12/01/2021	
	Acquisition Closing	12/01/2021	
	Stewardship Plan to RCO	03/01/2022	
	Recorded Acq Documents to RCO	05/01/2022	
	Recorded Land Survey to RCO	05/01/2022	
	Final Billing Due	05/01/2022	
	Final Report Due	05/15/2022	
	RCO Final Inspection	05/31/2022	
	Agreement End Date	06/30/2022	

Project Sponsor: Whatcom County
Project Title: Squalicum Forestry Conservation Easement

Project Number: 19-1330A
Approval Date: 10/02/2019

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions as of 03/06/2020.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or project agreement – The document entitled “Recreation and Conservation Office Agreement” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect.

applicable manual(s) -- A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

RCFB – Recreation and Conservation Funding Board

RCW – Revised Code of Washington

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
- D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. 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.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's

defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, which ever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
 - 1) All approved or required activities outlined in the Agreement are done;
 - 2) On-site signs are in place (if applicable);
 - 3) A final project report is submitted to and accepted by RCO;
 - 4) Any other required documents and media are complete and submitted to RCO;
 - 5) A final reimbursement request is submitted to RCO;
 - 6) The completed project has been accepted by RCO;
 - 7) Final amendments have been processed;
 - 8) Fiscal transactions are complete, and
 - 9) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in

addition to any other remedies available at law or in equity.

- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

- 1) Publish a notice to the public requesting bids/proposals for the project;
- 2) Specify in the notice the date for submittal of bids/proposals;
- 3) Specify in the notice the general procedure and criteria for selection; and
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, 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, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the RCO's right to inspect and access lands acquired or developed with this funding assistance.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be

imposed on residents at comparable state or local public facilities.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- D. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
 - 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 - 3) **Hold Harmless.** The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- B. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a

written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State law (constitution, statute);
- F. Washington Administrative Code;
- G. Applicable RCO manuals.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and

damages.

TERMINATION AND SUSPENSION

The RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights of Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three-person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SEVERABILITY

The provisions of this Agreement 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 Agreement.

END OF AGREEMENT

This is the end of the agreement.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-193

File ID:	AB2020-193	Version:	1	Status:	Agenda Ready
File Created:	04/23/2020	Entered by:	JKorn@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Interlocal		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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 replaces Revised Attachment 2, Work Plan/Budget including amending the amounts of the budget categories and replacing the approval letter and Personnel Cap Waiver

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See Attachment

HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY
SHERIFF'S OFFICE**

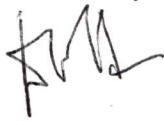
BILL ELFO
SHERIFF



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: April 23, 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 is one (1) original of Amendment #2 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 #2 replaces Revised Attachment 2, Work Plan/Budget. The amounts within budget categories were amended to reallocate \$31,176 from subrecipients to Sheriff's Office, but the total grant amount remains unchanged. In addition, the approval letter and Personnel Cap Waiver were also replaced. 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.

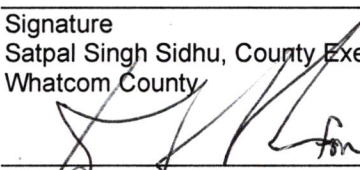
**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201805001-2

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 #: 201805001	
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): E18-177 CFDA#: 97.067-HSGP (OPSG FY17)	
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): \$ 345,000 This Amendment Amount: \$ _____ Total Amended Amount: \$ 345,000	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
Amendment #2 replaces Revised Attachment 2, Work Plan/Budget. The amounts within budget categories were amended to reallocate \$31,176 from subrecipients to Sheriff's Office, but the total grant amount remains unchanged. In addition, the approval letter and Personnel Cap Waiver were also replaced. All other terms and conditions remain unchanged and are in full force and effect.	
Term of Contract: 9/1/17	Expiration Date: 5/15/20

Contract Routing:	1. Prepared by: J. Korn	Date: 4/23/20
	2. Attorney signoff: Brandon Waldron	Date: 4/23/20
	3. AS Finance reviewed: Brad Bennett	Date: 4/24/20
	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: Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225-4048		2. GRANT AGREEMENT NUMBER: E18-177	3. AMENDMENT NUMBER: B
4. SUBRECIPIENT CONTACT, PHONE/EMAIL: Dawn Pierce, (360) 778-6606 dpierce@co.whatcom.wa.us		5. DEPARTMENT CONTACT, PHONE/EMAIL: Zoie Choate, (253) 512-7461 zoie.choate@mil.wa.gov	
6. TIN or SSN: N/A	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: 97.067 17HSGP (17OPSG)	8. FUNDING SOURCE NAME/AGREEMENT #: EMW-2017-SS-00101-S01	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and US Department of Homeland Security (DHS)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: Due to partners being unable to fully expend allotments, funds were moved between partners in a Fragmentary Operations Order and subsequently approved by FEMA. The modification impacts the budget and the Personnel Cap. The approval letters are added to Attachment 2 and supersede the original FEMA approval letters.			
11. AMENDMENT TERMS AND CONDITIONS: 1. The Grant Agreement End Date of May 15, 2020 remains unchanged 2. Replace Amendment A, Attachment 2, with the attached Revised Attachment 2, as described on page 2 of this amendment.			
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 Assistant Attorney General	7/30/2018	 Signature Bill Elfo, Sheriff Whatcom County	09-23-20 Date
		APPROVED AS TO FORM (if applicable):	
		Applicant's Legal Review	Date

Jacque Korn

From: Brad Bennett
Sent: Friday, April 24, 2020 12:15 PM
To: Jacque Korn
Subject: RE: WC# 201805001-2

Look fine to me

From: Jacque Korn
Sent: Friday, April 24, 2020 8:09 AM
To: Brad Bennett <BBennett@co.whatcom.wa.us>
Subject: FW: WC# 201805001-2
Importance: High

Hi Brad,

Attached is Amendment #2 for the WC #201805001. Please let me know if you have any questions or edits and if you approve this amendment.

Thanks,

Jacque Korn
Financial Accountant
Whatcom County Sheriff's Office
311 Grand Avenue, Bellingham, WA 98225
360-778-6607

From: Brandon Waldron
Sent: Friday, April 24, 2020 7:58 AM
To: Jacque Korn
Subject: RE: WC# 201805001-2

Approved.

From: Jacque Korn
Sent: Thursday, April 23, 2020 3:54 PM
To: Brandon Waldron
Subject: WC# 201805001-2
Importance: High

Hi Brandon,

Attached is Amendment #2 for the WC #201805001. Please let me know if you have any questions or edits and if you approve this amendment.

Thanks,

Jacque Korn
Financial Accountant

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

1. The Grant Agreement End Date of May 15, 2020 remains unchanged.
2. The Grant Agreement Amount of \$345,000 remains unchanged.
3. **Replace Revised Attachment 2, Work Plan/Budget**
 - a. **Replace** Revised Attachment 2, Work Plan/Budget, **with** Revised Attachment 2, Work Plan/Budget, attached to this amendment.
 - ~~February 14, 2018 Operations Order approval letter from George Mitchell to Bret Daugherty, Adjutant General~~
April 16, 2020 Operations Order approval letter from Lindsey Tomes to Bret Daugherty, Adjutant General
 - ~~February 14, 2018 Personnel Cap Waiver approval letter from Thomas DiNanno to Bret Daugherty, Adjutant General~~
April 15, 2020 Personnel Cap Waiver approval letter from Bridget Bean to Bret Daugherty, Adjutant General

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

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.

Revised budget E18-177B

The below table compiles and summarizes the Budget Category modifications that are outlined in the following Work Plan/Budget.

Budget Categories	Original	Modification	Amended Budget
Operational OT/ Fringe	\$232,166.68	\$1,823.98	\$233,990.66
Fringe	\$35,153.32	\$2,872.70	\$38,026.02
Equipment	\$51,205.00	(\$500.00)	\$50,705.00
Fuel	\$5,000.00	(\$3,561.70)	\$1,438.30
Maintenance	\$0	\$0	\$0
Mileage	\$21,475.00	(\$634.98)	\$20,840.02
Travel	\$0	\$0	\$0
County M&A	\$0	\$0	\$0
TOTAL	\$345,000.00	\$0	\$345,000.00

Work Plan/Budget

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



FEMA

April 16, 2020

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 V1
Fiscal Year: 2017
Amount Approved: \$345,000.00
Operations Order Dates: 09/01/2017-08/31/2020
Recipient: Whatcom County, WA

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:	\$233,990.66
Fringe:	\$38,026.02
Equipment:	\$50,705.00
Fuel:	\$1,438.30
Maintenance:	\$0
Mileage:	\$20,840.02
Travel:	\$0
County M&A:	\$0
Total	\$345,000.00

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) 802-2755.

Sincerely,

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Lindsey Tomes

Lindsey Tomes
Preparedness Officer
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

April 15, 2020

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

Dear 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 \$272,016.68, or approximately 79 percent of its total FY 2017 Operation Stonegarden allocation of \$345,000, on operational overtime and related personnel costs under Operations Order # 18-BLWBLW-11-001 v1. 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 Preparedness Officer, Lindsey Tomes, at (202) 802-2755 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bridget Bean".

Bridget Bean
Assistant Administrator
Grant Programs Directorate

CC: Mike O'Hare, Regional Administrator, Region X
Stacey Street, Director, Office of Grant Administration
Kerry L. Thomas, Director, Preparedness Grants Division
Patrick Marcham, Grants Division Director, Region X
Lindsey Tomes, Preparedness Officer

www.fema.gov

Whatcom County Sheriff's Office 17OPSG Timeline

Date	Task
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.
May 15, 2020	Grant Agreement End Date. All work ceases.
NLT 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: AB2020-188

File ID:	AB2020-188	Version:	1	Status:	Introduced
File Created:	04/21/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council	Final Action:			
Agenda Date:	05/05/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance supporting a thoughtful approach to doing business in Whatcom County during the COVID-19 pandemic

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance supporting a thoughtful approach to doing business in Whatcom County during the COVID-19 pandemic

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/21/2020	Council	INTRODUCED	Council

Attachments: Proposed Ordinance

ORDINANCE NO. _____

SUPPORTING A THOUGHTFUL APPROACH TO DOING BUSINESS IN WHATCOM COUNTY DURING THE COVID 19 PANDEMIC

WHEREAS, the COVID-19 pandemic has required extraordinary measures to protect public health; and

WHEREAS, Whatcom County has adopted a comprehensive health plan that puts families and children first; and

WHEREAS, economic hardship has been proven to be a major stressor to the health of families. These hardships have been universally linked to an increase in domestic violence, food insecurity, housing insecurity, declines in mental health, increases in family stress, an increase in suicide and more; and

WHEREAS, the citizens of Whatcom County have proven that mitigation factors are effective in slowing the spread of COVID 19 to a manageable level; and

WHEREAS, Mitigation factors include but are not limited to; social distancing, mask wearing, frequent hand washing, physical barriers at check out, mindfulness in the presence of others, keeping high risk individuals at home, and an increased sense of personal responsibility and awareness in regards to the spread of disease; and

WHEREAS, Lowes, Home Depot, Target, Walmart, Costco and others have been open, and successfully implementing mitigation measures to slow the spread of COVID 19 while operating their business and providing goods and services; and

WHEREAS, government construction projects including the Birch Bay berm and the Thornton Road overpass project amongst others are allowed to continue safely.

FINDINGS: the negative health effects and possible loss of life, from the economic hardships that COVID 19 has created possibly outpace those caused by the virus itself. Learning from our own experience, that slowing the spread of COVID 19 does not have to come at the expense of our local businesses and to avoid the appearance of Whatcom County government picking winners and losers and striving to provide a framework where everyone is afforded a level playing field.

NOW, THEREFORE, BE IT ORDAINED that to further protect the health and wellbeing of children and families, any business that offers like goods and services to the above-mentioned big box stores, or any construction projects including residential construction of any kind, that can implement mitigation factors such as the above-mentioned businesses, shall be able to operate during the Governor and Executive's COVID-19 related emergency declarations.

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:

WHATCOM COUNTY EXECUTIVE

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

() Approved () Denied

Date Signed: _____ 59



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-189

File ID:	AB2020-189	Version:	1	Status:	Introduced
File Created:	04/21/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council	Final Action:			
Agenda Date:	05/05/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance providing permitting relief to food establishments

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance providing permitting relief to food establishments

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/21/2020	Council	INTRODUCED	Council

Attachments: Proposed ordinance

PROPOSED BY: _____
INTRODUCTION DATE: _____

ORDINANCE NO. _____

**PROVIDING PERMITTING RELIEF
TO FOOD ESTABLISHMENTS**

WHEREAS, the COVID-19 pandemic has required extraordinary measures to protect public health; and

WHEREAS, Governor Inslee’s order to close all but “essential” businesses has prevented many food establishments permitted by the Whatcom County Health Department from fully operating; and

WHEREAS, Governor Inslee’s subsequent “Stay Home, Stay Safe” order has further reduced patronage for some businesses permitted by the Whatcom County Health Department; and

WHEREAS, affected businesses are important to the economic health of our community; and

WHEREAS, affected businesses may be unable to pay for operating permit renewal due to loss of revenue; and

WHEREAS, business closures will result in a loss of jobs and a loss in revenue that funds essential County services;

FINDING OF FACT:

1. The proposal here is to extend permit expiration dates by three (3) or six (6) months, thereby extending the deadline for fees by three (3) or six (6) months.
2. Late fee waivers are also contemplated. The financial impact from waiving late fees for food establishments would be a reduction in 2020 revenue of approximately **\$5000.00**. These waivers shall be implemented by executive order.
3. The financial impact from extension of permit expiration dates would be approximately:
 - A 2020 revenue reduction of approximately **\$153,000.00** if extending permit expiration dates by three (3) months.
 - A 2020 revenue reduction of approximately **\$327,000.00** if extending permit expiration dates by six (6) months.
4. The proposed timeframe used to determine which businesses will receive this relief is March 1, 2020 – February 28, 2021, because all operators whose permit expiration dates fall within this time frame will be affected during that year by business restrictions ordered by Governor Inslee.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code section 24.03.040 is hereby amended as shown in Exhibit A.

ADOPTED this _____ day of _____, 2009.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

APPROVED as to form:

() Approved () Denied

Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

EXHIBIT A

24.03.040 Permits.

A. Permits issued by the regulatory authority will be required as provided in WAC [246-215-08300](#). Permits shall expire on the date stated on the permit but in no case shall they be valid for more than one year.

B. Permits for all food establishments except temporary food establishments will be issued to be effective from the time of an initial satisfactory inspection and payment of the permit fee for a period not to exceed one year.

1. Permits with expiration dates between March 1, 2020 and February 28, 2021 shall be extended from 12 months to (15/18) months for businesses billed under the following: UFS 1546 (taverns); 8461 (simple menu food establishments); 8466 (moderate menu food establishments); 8468 and 8470 (complex menu food establishments); and 8471 (food establishment bars and additional kitchens).

C. Permits for temporary food establishments will expire on the date stated on the permit, but in no case shall they be valid for more than one year.

D. Permits will be suspended and reinstated as provided in WAC [246-215-08600](#). In addition to those stated in WAC [246-215-08600](#), any one of the following shall be grounds for suspension of a permit:

1. Refusal or inability to correct immediately any red high-risk factor violation;
or
2. Finding the same red high-risk factor violation on two inspections within six months; or
3. Finding of 40 red high-risk factor hazard points or 100 total red and blue hazard points twice within a 12-month period; or
4. Finding that continued operation would otherwise constitute an imminent health hazard as a result of conditions defined in Chapter [246-215](#) WAC, Part 1. These conditions include fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne disease outbreak, gross insanitary occurrence or condition, or other circumstance that might endanger public health.
5. Obstructing a food safety inspector.
6. Violating the terms of permit issuance.
7. Service of unsafe or adulterated food.
8. Failing to provide hot water as required in the WAC [246-215-05210](#).
9. Failing to adhere to the terms of a compliance agreement.
10. Refusing to correct violations as ordered by a food safety inspector.

E. Permits will be revoked as provided in WAC [246-215-08600](#). (Ord. 2014-016 Exh. A; Ord. 90-10 Exh. A (part); Ord. 89-24 (part)).



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-185

File ID:	AB2020-185	Version:	1	Status:	Agenda Ready
File Created:	04/20/2020	Entered by:	RSnijder@co.whatcom.wa.us		
Department:	Planning and Development Services Department	File Type:	Resolution		
Assigned to:	Council	Final Action:			
Agenda Date:	05/05/2020	Enactment #:			

Primary Contact Email: rsnijder@whatcomcounty.us

TITLE FOR AGENDA ITEM:

Resolution authorizing Whatcom County Executive Satpal Sidhu to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office (Office) Washington Wildlife and Recreation Farmland and Forestland Preservation project grants

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution required to apply for grant funding to support the Purchase of Development Rights Program, with grant applications due by 6/1/2020. Please see attached staff memo for details.

HISTORY OF LEGISLATIVE FILE

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

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 *MS*

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

DATE: April 14, 2020

SUBJECT: Request approval to authorize Whatcom County Executive Satpal Sidhu to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office (Office) Washington Wildlife and Recreation Farmland and Forestland Preservation project grants

Whatcom County PDR Program staff will apply to the 2020 Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Farmland Preservation and Forestland Preservation grant programs for four (4) of the Purchase of Development Rights Program applications.

The RCO requires use of resolution language provided by the RCO in order to apply for the grants. The application deadline is June 1, 2020. The attached draft resolution uses the RCO required language and defines the authority granted to the authorized agent.

The PDR Program Administrator will submit three (3) applications to the 2020 application round of the RCO WWRP Farmland Preservation category and one (1) application to the 2020 application round of the RCO WWRP Forestland Preservation category. These applications include:

Farmland Preservation category

20-1529A Bishop Agricultural Conservation Easement

20-1583A Rethlefsen Agricultural Conservation Easement

20-1584A VanderWerff Agricultural Conservation Easement

Forestland Preservation category

20-1585A Moors Forestry Conservation Easement

These projects are not guaranteed to be awarded matching funds and will still require Council approval before an agricultural or forestry conservation easement can be completed.

Request Summary

PDR Program Administrator requests approval of the attached resolution to authorize Whatcom County Executive Satpal Sidhu as having full authority to bind Whatcom County regarding all matters related to the projects listed above. Please contact PDR Program Administrator Becky Snijder van Wissenkerke at (360)778-5956 with any questions.

SPONSORED BY: _____
PROPOSED BY: _____ Planning
INTRODUCTION DATE: _____

RESOLUTION # _____

Authorizing Whatcom County Executive Satpal Sidhu to act as the authorized representative on behalf of Whatcom County for Washington State Recreation and Conservation Office (Office) Washington Wildlife and Recreation Farmland and Forestland Preservation project grants

Project Numbers and Names

20-1529A Bishop Agricultural Conservation Easement

20-1583A Rethlefsen Agricultural Conservation Easement

20-1584A VanderWerff Agricultural Conservation Easement

20-1585A Moors Forestry Conservation Easement

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

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above Projects.
2. Satpal Sidhu, Whatcom County Executive, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Projects, including but not limited to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Projects, and (5) designate a project contact to implement day-to-day management of the grant(s).
3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
10. Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.
11. This resolution/authorization is deemed to be part of the formal grant application to the Office.
12. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

APPROVED this _____ day of _____, 2020

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chairperson

APPROVED as to form:

Civil Deputy Prosecutor



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-202

File ID:	AB2020-202	Version:	1	Status:	Agenda Ready
File Created:	04/27/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Emergency ordinance establishing a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Emergency ordinance establishing a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance for 5.5.2020

4 ORDINANCE NO. _____
5

6 ESTABLISHING A COVID-19 INTERIM ECONOMIC RECOVERY PLAN
7 TO RESPOND TO THE ECONOMIC CRISIS WITHIN WHATCOM COUNTY
8 CAUSED BY THE COVID-19 PANDEMIC
9

10 (EMERGENCY ORDINANCE)
11

12 **WHEREAS**, the COVID-19 pandemic has caused significant hardship to our local
13 economy which in turn has led to substantial unemployment; and
14

15 **WHEREAS**, in previous localized emergencies Whatcom County has been able to rely
16 upon the financial resources of the State and Federal governments to recover, however as
17 COVID-19 is a global problem future State and Federal government funding is uncertain as
18 it is being stretched to the limit; and
19

20 **WHEREAS**, the Whatcom County agencies and departments have done an excellent
21 job at reducing the rate of new infections from COVID-19, managing the increased demand
22 for social services, procuring supplies of essential Personal Protective Equipment, and will
23 continue to have to devote considerable resources to these needs for the foreseeable
24 future; and
25

26 **WHEREAS**, additional resources now need to be identified and dedicated to the
27 challenge of leading the community onwards to economic recovery; and
28

29 **WHEREAS**, the County, the City of Bellingham and the Port of Bellingham have an
30 established Regional Economic Partnership (REP) agreement where the Port serves as the
31 state-designated Associate Development Organization (ADO) responsible for promoting and
32 encouraging economic growth within Whatcom County; and
33

34 **WHEREAS**, the purpose and goals of the REP and ADO include:
35

- 36 • To retain and attract livable wage jobs and to assist businesses,
37 entrepreneurs, and other local organizations to thrive,
- 38 • To partner to create a thriving community for all,
- 39 • To provide expertise in financing, planning, and technology to help start,
40 develop, or grow business,
- 41 • Promote Whatcom County as a great place to live, work and do business.
- 42 • Connect businesses with economic development services and skilled
43 workforce resources,
- 44 • To help enhance and grow cross border trade opportunities with Canada,
- 45 • Work collaboratively with our local and regional partners to create a vibrant
46 community of higher education learning, prosperous agricultural lands, high
47 tech businesses, marine manufacturing, and local food processing.
48

1 **WHEREAS**, Local government officials, businesses, non-profits and the community
2 need an COVID-19 interim economic recovery plan to be developed and available as rapidly
3 as possible. With the understanding it will be replaced by a long-term, detailed strategy
4 once State and Federal recovery funding has been defined and secured; and
5

6 **WHEREAS**, while the County does not have any significant untapped local financial
7 resources, the county is blessed with considerable human capital and economic acumen
8 within our community which can be drawn on to assist the ADO in the immediate
9 development of COVID-19 Interim Economic Recovery Plan (CIERP).

10
11 **FINDINGS SUPPORTING EMERGENCY:**

- 12
13 a) The County Executive has issued a Proclamation of Emergency to combat the
14 spread of the COVID-19 virus; and
15
16 b) The spread of the virus presents a continuing threat to the health and safety
17 of the citizens of Whatcom County; and
18
19 c) The COVID-19 pandemic has caused significant harm to our local economy
20 which in turn has led to substantial unemployment within Whatcom County.
21
22 d) The County needs to immediately seek ways to provide employers with the
23 confidence they need to reopen their businesses and reemploy the workforce.
24

25 **NOW, THEREFORE, BE IT ORDAINED**, that as a condition of, and subject to, the
26 ADO accepting the \$50,000 funding proposed later in this document the Whatcom County
27 Council hereby directs:
28

- 29 1. The ADO shall be appointed as the primary lead agency responsible for the research
30 and development of an Interim Economic Recovery Plan as outlined in Exhibit A; and
31
32 2. As time is of the essence the ADO shall immediately form a panel of experts drawn
33 from the local community to augment and complement the existing ADO staff; and
34
35 3. The ADO shall assume county wide responsibility for messaging and communications
36 to the press and community for all things related to the CIERP and economic
37 recovery; and
38
39 4. The ADO shall report any new information which could have a moderate or material
40 impact on the county's economic recovery to Incident Command, the County Council,
41 County Executive, Port of Bellingham, the Mayors, Tribal Chairs and Health
42 Department within 24 hours of receipt; and
43
44 5. To provide updates, at least weekly, to the community on the status of economic
45 recovery efforts. The reports will be factual, and strive to contain the right balance of
46 hard truth and optimism.
47

48 **BE IT FURTHER ORDAINED**, the Whatcom County Council acting as the Whatcom
49 County Health Board hereby directs that the following policies shall immediately apply to the
50 Whatcom County Health Department:
51

- 1 1. The Health Department shall add the strategies outlined in Exhibit B to its existing
2 plans in support of the County's economic recovery; and
3
- 4 2. The Health Department shall support the efforts of the ADO to produce the CIERP as
5 rapidly as practical; and
6
- 7 3. The Health Department shall maintain responsibility for messaging and
8 communications, through the Incident Command Joint Information Center, to the
9 press and community related to the health and social service aspects related to the
10 COVID-19 crisis; and
11
- 12 4. The Health Department shall report any new information which could have a
13 moderate or material impact on the county's economic recovery to Incident
14 Command, the County Council, County Executive, Port of Bellingham, the Mayors,
15 Tribal Chairs and ADO within 24 hours of receipt; and
16
- 17 5. The Health Department shall provide updates to the ADO, at least weekly, on the
18 status of the Health Departments contributions to the economic recovery efforts, to
19 be included in ADO's weekly reports to the community.
20

21 **BE IT FURTHER ORDAINED**, to help reduce the future costs to the County of
22 responding to COVID-19 strategies 2(a) and 2(b) in Exhibit B shall be added to Incident
23 Command's existing plans.
24

25 **BE IT FURTHER ORDAINED**, the Whatcom County Council requests that an
26 emergency allocation of \$50,000 from the Whatcom County Public Utilities Improvement
27 Fund (EDI Fund) be transferred to ADO to support the efforts outlined in this ordinance.
28

29 **BE IT FINALLY ORDAINED**, these directives shall be re-evaluated no later than
30 September 15th, 2020 at which time the Council may extend, modify or terminate them.
31

32 **ADOPTED** this ____ day of _____, 2020.
33

34 **WHATCOM COUNTY COUNCIL**
35 **WHATCOM COUNTY, WASHINGTON**

36 ATTEST:
37
38 _____
39 Dana Brown-Davis, Clerk of the Council
40

41 _____
42 Barry Buchanan, Council Chair

43 APPROVED AS TO FORM:
44 _____
45
46 Civil Deputy Prosecutor

47 **WHATCOM COUNTY EXECUTIVE**
48 **WHATCOM COUNTY, WASHINGTON**
49 _____
50 Satpal Singh Sidhu, County Executive

51 () Approved () Denied

Date Signed: _____

1 **EXHIBIT A**

2
3 ADO Deliverables

4
5 The goal will be to use a panel of experts recruited by the ADO to develop a comprehensive
6 picture of the County’s economic recovery needs and a plan to address them.

7
8 To provide recommendations to policy makers in our cities and county as to what actions
9 our community can take, consistent with the Governors orders, which will have the greatest
10 positive impact, with the least amount of resources in the shortest amount of time.

11
12 It will be up to policy makers to choose which recommendations to adopt.

13
14 The deliverables will include, but not limited to:

- 15
16 1. **Immediate response** - the ADO shall work with the Health Department and the
17 member organizations of Team Whatcom to develop and promote through action and
18 example a program along the theme of “Whatcom Cares for Your Safety”. The
19 purpose is to improve consumer confidence by rapidly positioning our community as
20 regional leaders/active partners in disease transmission prevention and safe social
21 activities.
22
- 23 2. **Impact analysis** (within 30 days) - Through extensive outreach establish and
24 quantify the sectors of the economy affected:
25 a. Businesses expected to see a return of demand and thus recover in due
26 course e.g. Auto repairs?
27 b. Businesses likely to recover with limited assistance e.g. breweries and
28 specialty manufacturing?
29 c. Sectors likely to find recovery challenging e.g. restaurants, retail, donor
30 funded non-profits and higher education?
31

32 As some impact analysis has been done, the focus may be more on ensuring we
33 have identified all key sectors and the critical inter-relationships between them.
34

- 35 3. **Local actions available** – Local government finances are also under considerable
36 stress and can’t be relied upon to provide funds to improve the business climate.
37 Therefore, the focus on locally sourced assistance should be in the form of human
38 capital drawn from within our community. Some examples of how this could be used
39 may be:
40 a. Mentorship matching
41 b. Business management education
42 c. Cash flow management
43 d. Encourage local collaboration
44 e. Promotion of “buy local” policies
45 f. Resource sharing
46 g. Resiliency training
47 h. Local medical supply manufacturing and reuse technologies
48
49
50
51

1 The Expert Panel
2

3 It is proposed that this group comprise of 9-13 volunteers. Ideally at least half of which will
4 have previously successfully led their respective organizations through one or more
5 significant economic downturns, ideally as the CEO/CFO. The panel will be augmented by
6 senior managers, a representative from the EOC with a business background, and
7 employees of the Port of Bellingham acting under state statute in its role as the County's
8 Associate Development Office.
9

10 This group will be augmented with representatives from different sectors who will be sought
11 out to contribute to their respective industries. If practical the team will collaborate and
12 leverage resources with similar groups in Skagit, San Juan and maybe Island Counties to
13 build a more regional response.
14

15 Commitment & Governance guidelines
16

- 17 • Meetings will be held online (i.e. GoToMeeting). It is suggested the initial meeting be
18 two hours long and additional meetings will be 1 hour. It is suggested that meetings
19 will initially be held three times per week at times that do not conflict with other
20 regularly scheduled COVID-19 such as 11am, 1pm or 4pm Monday, Wednesday, and
21 Fridays. The frequency will change over time as the group sees fit
22
- 23 • Members of the group will be expected to participate in a least two out of every three
24 meetings
25
- 26 • Members may be added or removed by a 2/3rds majority vote
27
- 28 • A chair and vice chair shall be appointed at the first meeting
29
- 30 • Meetings shall be governed by Roberts Rules as necessary
31
- 32 • If decisions are not unanimous minority reports can be included upon request
33

34 Additional principals
35

36 Recognizing that uncertainty causes businesses to conserve cash, and delay rehiring, while
37 certainty and optimism bring business investment and job growth, the team will seek ways
38 to increase local employers' confidence in the future.
39

40 Recognizing that every adversity in life provides opportunity, the team shall look for ways
41 this disaster can be leveraged to make our economy and community stronger and more
42 resilient in the future.
43
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EXHIBIT B

Health Department deliverables

The Health Department’s critical role in helping our economy recover shall grow to include:

Disease prevention education and enforcement as businesses reopen, and
Establishing and promoting best practices to reduce the County government’s contribution to the cost of providing Personal Protective Equipment (PPE) to third parties

1. **Whatcom Cares for Your Safety** - the Health Department shall immediately work for the ADO, and the member organizations of Team Whatcom to develop and promote through action and example, a program along the theme of, *“Whatcom Cares for Your Safety”*. The purpose is to improve consumer confidence by rapidly positioning our community as regional leaders/active partners in disease transmission prevention and safe social activities.
 - a. To support the ADO in the effort to position Whatcom County as a community that cares for the safety of its residents and visitors, to be seen as a safer place to visit, stay, and eat out than many other areas.
 - b. To support the ADO in providing local businesses with the tools to remind residents and tourists that Whatcom’s abundant outdoor recreation opportunities are an inherently safer “post-COVID” social activity than say sitting in a crowded stadium or theme park.
 - c. To support the ADO in helping local residents and businesses feel confident remaining and spending their money within Whatcom is as safe, if not safer, than going to other places where the disease prevention policies may be viewed as weaker.
 - d. To develop, or contract with an existing supplier of training tools, to provide a COVID-19 safety training and certification program for individuals similar in concept to the WA State’s Food Worker Card.
 - e. To conduct inspections, award “COVID-19 Safety Inspection Ratings” and publish the results online, similar to what Health Departments in other jurisdictions have been issuing to restaurants for years, and are posted with pride on storefront windows (a mock up is provided for example purposes as Exhibit C).
 - f. To carry out periodic audits and enforcement of these safety rules.
 - g. As the above will require additional resources beyond what the Health Department staff has available, the Department is encouraged to utilize furloughed local government workers and volunteers as much as practical.

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2. **Reducing the County's contribution to future PPE costs** – recognizing WA State and Whatcom County have already spent considerable amounts of money to acquire and distribute PPE to assist health care organizations to respond to the COVID-19 crisis, moreover this rate of expenditure cannot be maintained, therefore the Health Department shall support Incident Command in enacting the following policies which:

a. Ensure organizations requesting additional supplies of PPE only draw upon Incident Command's limited inventory for as long as they continue to have no other viable options, this shall include written statement substantially similar to:

"By ordering Personal Protective Equipment and/or other supplies through Whatcom Incident Command you agree to reimburse Whatcom County for any portion of our actual cost which is not reimbursed by FEMA or others. Furthermore, you understand Whatcom County may not know the cost of the supplies at the time you order them, and the actual cost incurred by Whatcom County to acquire the items you are requesting may prove to be considerably higher than the price you normally pay your commercial suppliers."

b. Follow the example set by the State government, PeaceHealth and other parties' to develop strategies to reuse N95 masks, and looking for other ways to apply this approach to all PPE where practical. Including but not limited to face shields, gowns, Tyvek clothing, single use stethoscopes etc. This process will include establishing a means to collect, sterilize, verify, repack and redistribute. To ensure an adequate supply of dirty items are received for cleaning there should be a policy of exchanging like for like in the same quantities, less an appropriate allowance for those too damaged or soiled to be reused.

EXHIBIT C

(This is provided for illustrative purposes only; the final design may be considerably different)

We Care for Your Safety



This business has received an

A+

Safety evaluation from Whatcom County
COVID-19 safe workplaces team





Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-205**

File ID:	AB2020-205	Version:	2	Status:	Agenda Ready
File Created:	04/28/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:				Enactment #:	

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

TITLE FOR AGENDA ITEM:

Emergency ordinance amending the Whatcom County 2020 Budget in the amount of \$50,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Emergency ordinance amending the Whatcom County 2020 Budget in the amount of \$50,000

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance for 5.5.2020

ORDINANCE NO. _____

**AMENDING THE WHATCOM COUNTY 2020 BUDGET,
REQUEST NO. ____ IN THE AMOUNT OF \$50,000**

(EMERGENCY ORDINANCE)

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

WHEREAS, the spread of the virus presents a continuing threat to the health and safety of the citizens of Whatcom County; and

WHEREAS, the County, the City of Bellingham and the Port of Bellingham have an established Regional Economic Partnership (REP) agreement where the Port serves as the state-designated Associate Development Organization (ADO) responsible for promoting and encouraging economic growth within Whatcom County, and

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

FINDINGS: The COVID-19 pandemic has caused significant harm to our local economy which in turn has led to substantial unemployment within Whatcom County. The County needs to immediately seek ways to provide employers with the confidence they need to reopen their businesses and reemploy the workforce.

NOW, THEREFORE, BE IT ORDAINED, the Whatcom County Council requests that an emergency allocation of \$50,000 from the Whatcom County Public Utilities Improvement Fund (EDI Fund) be transferred to ADO to support the efforts outlined in this Ordinance, and

NOW, THEREFORE, BE IT FURTHER 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
Whatcom County Public Utilities Improvement Fund (EDI Fund)	\$50,000		\$50,000
Total Supplemental	\$50,000		\$50,000

ADOPTED this ____ day of _____, 2020.

ATTEST:

Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-144**

File ID:	AB2020-144	Version:	1	Status:	Agenda Ready
File Created:	03/13/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Contract		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Sea Mar Community Health Centers to administer the Law Enforcement Assisted Diversion (LEAD) Program, in the amount of \$288,778

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Vanessa Martin, Administrative Manager

RE: Sea Mar Community Health Centers – Law Enforcement Assisted Diversion (LEAD) Program Contract

DATE: February 25, 2020

Enclosed are two (2) originals of a contract between Whatcom County and Sea Mar for your review and signature.

▪ **Background and Purpose**

The Prosecuting Attorney's Office has been awarded a 3-year grant to fund the Law Enforcement Assisted Division (LEAD) Program in Whatcom County. The LEAD Program is a community-based diversion program with the goal of improving public safety and public order, and reducing unnecessary justice system involvement of people who participate in the program. Sea Mar will provide oversight and administrative duties to support the care coordination and case management services to LEAD participants.

▪ **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$288,778, is provided by the United States Department of Justice, Law Enforcement Assisted Diversion (LEAD) Program Grant (CFDA #16.838). These funds are included in the 2020 budget. Council approval is required as funding exceeds \$40,000.

Please contact me at extension #5716 if you have any questions regarding this agreement.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Whatcom County Prosecuting Attorney's Office
Division/Program: (i.e. Dept. Division and Program)	6510 Prosecuting Attorney Admin
Contract or Grant Administrator:	Vanessa Martin
Contractor's / Agency Name:	Sea Mar Community Health Centers

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#:	16.838
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	201911012	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		

Is this contract the result of a RFP or Bid process?	Contract Cost Center:	2622
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	If yes, RFP and Bid number(s):

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "C" 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.
\$ 288,778	
This Amendment Amount:	
\$	
Total Amended Amount:	
\$	

Summary of Scope: This contract funds the oversight and administration of the LEAD Program and integration with the GRACE Program.

Term of Contract:	1 Year	Expiration Date:	02/28/2021
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Contract Routing:	1. Prepared by: JT	Date:	02/07/20
	2. AS Finance reviewed:	Date:	
	3. IT reviewed (if IT related):	Date:	
	4. Contractor signed:	Date:	
	5. Submitted to Exec.:	Date:	
	6. Council approved (if necessary):	Date:	
	7. Executive signed:	Date:	
	8. Original to Council:	Date:	

**CONTRACT FOR SERVICES AGREEMENT
Law Enforcement Assisted Diversion (LEAD) Program**

Sea Mar Community Health Centers, hereinafter called **Contractor**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 3 to 9,
- Exhibit A (Scope of Work), pp. 10 to 14,
- Exhibit B (US Department of Justice Contract), pp. 15 to 35,
- Exhibit C (Compensation), pp. 36 to 37,
- Exhibit D (Certificate of Insurance), p. 38,
- Exhibit E (Certification Regarding Lobbying), p. 39,
- Exhibit F (Sub-Recipient Agreement), pp. 40 to 41.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 1st day of March, 2020, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 28th day of February, 2021.

The general purpose or objective of this agreement is to operate the LEAD program. The LEAD program is defined in Exhibit A hereto. In case of any conflict between the language provided here and in Exhibit A, the language of Exhibit A shall control. Additionally, the specific purpose or objective for this agreement is to ensure compliance with the US Department of Justice's cooperative agreement in project number 2019-AR-BX-K015, attached hereto as Exhibit B. In case of conflict between the languages here and Exhibit B: B controls.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$288,778. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of March, 2020.

CONTRACTOR:



Rogelio Riojas, Sea Mar Community Health Centers

STATE OF WASHINGTON)

COUNTY OF KING) ss.

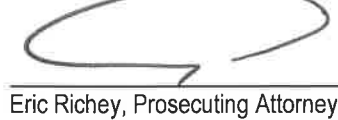
On this 4th day of March, 2020, before me personally appeared Rogelio Riojas to me known to be the President of Sea Mar Community Health Centers and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



NOTARY PUBLIC in and for the State of Washington, residing at
Bellevue. My commission expires 8-23-20.

WHATCOM COUNTY:

Recommended for Approval and approved as to form:



2/24/20
Date

Eric Richey, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom 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, 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 _____.

CONTRACTOR INFORMATION:

Sea Mar Community Health Centers
1040 South Henderson Street
Seattle, WA 98108
(253) 763-5277

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

The Contractor agrees to provide services as set forth in Exhibit A as a Federally authorized subrecipient pursuant to Exhibit B.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "C." Where Exhibit "C" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "C," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "C" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "C."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made

hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "C" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, and subject to data reporting provisions of Exhibit B.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Contractor, its employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County or pursuant to Exhibit B. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision or breach of Exhibit B.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:

The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

Property Damage per occurrence - \$500,000.00 General Liability & Property Damage for bodily injury- \$1,000,000.00

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "D". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

- a. Professional Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 Industrial Insurance Waiver: Not Applicable

34.3 Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and all federal laws articulated in Exhibit B.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Vanessa Martin, Administrative Manager
Whatcom County Prosecuting Attorney's Office
311 Grand Avenue, Suite 201
Bellingham, WA 98225

37.2 Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County's Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the "Contractor Information" section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

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

The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System" in the System for Award Management (SAM) website is available to research this information at www.SAM.gov. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred pursuant to Exhibit B.

38.3 E-Verify: Not Applicable

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in US District Court Western District of Washington pursuant to both the procedural and substantive laws of the United States, including federal statutes of limitation and the Federal Arbitration Act. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the American Arbitration Association or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive

damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of United States of America.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the US District Court Western District of Washington. This Agreement shall be governed by the laws of the United States.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3 , 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

Exhibit "A" SCOPE OF WORK

I. Background

Jurisdictions across the United States are seeking to implement programs that offer viable and effective alternatives to criminalization and incarceration for individuals engaged in law violations due to behavioral health conditions, continued drug use and the effects of extreme poverty. Diversion programs divert individuals away from the criminal legal system and connect them with intensive case managers and wrap-around services including substance use disorder treatment. The earlier an individual is diverted in the process, the more significant potential for criminal justice savings.

Law Enforcement Assisted Diversion (LEAD) is a community-based diversion program with the goals of improving public safety and public order, and reducing unnecessary justice system involvement of people who participate in the program. In a LEAD arrest diversion program, police officers exercise discretionary authority at point of contact to divert individuals to a community-based intervention for law violations driven by unmet behavioral health needs or poverty. LEAD was first launched in Seattle, WA in 2011 as a new harm-reduction oriented process for responding to low-level offenses.

The Whatcom LEAD Program will operate as part of the GRACE (Ground-level Response And Coordinated Engagement) Program. GRACE is designed to provide intensive care coordination services to individuals who frequently use the crisis response system and law enforcement in ineffective ways. For both GRACE and LEAD, care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. Intensive case managers work in partnership to assist law enforcement and other first responders in recognizing signs and symptoms of mental illness and substance use disorders and identifying alternatives to jail and crisis services responses.

The general goals of the LEAD program are to: 1) improve public safety and public order, 2) reduce law violations by individuals who participate in the program 3) help individuals achieve stability in their communities.

LEAD cannot work without the dedicated efforts of independent agencies and sometimes multiple jurisdictions. LEAD community partners include, but are not necessarily limited to: the Whatcom County Health Department, the City of Bellingham, law enforcement agencies and jurisdictions throughout all of Whatcom County, the Whatcom County jail, small cities, tribal nations, service providers, and elected officials.

The purpose of this contract is to fund Sea Mar Community Health Center (Sea Mar) for the purpose of integrating the LEAD Program with the GRACE program. Sea Mar will provide oversight and general administrative duties to support the care coordination and case management services to an identified population. Sea Mar acts as the Hub in a "hub and spoke" model for the GRACE Program and will expand its operations to include LEAD Intensive Case Managers with the community partners serving as the "spokes". Sea Mar will facilitate the development of Community Support Plans on behalf of LEAD participants in collaboration with LEAD program community partners when necessary.

II. Definitions

Harm reduction framework: This approach requires a focus on the individual's wellness rather than an exclusive focus on sobriety. The goal is to address the participant's drug activity and any other factors driving their problematic behavior, building a relationship without employing coercion or shame.

HUB: The agency/contractor that facilitates and/or provides LEAD participants engagement, intervention planning, care coordination, and program quality assurance. The Hub will provide leadership to the community

and its partners in its primary responsibility for administration of the county-wide LEAD as part of the GRACE program.

Policy Committee: Representatives from the stakeholder agencies, acting in an advisory capacity to the county and the Hub/contractor, providing guidance on policies, goals and objectives, and expected outcomes of the LEAD program.

Julota: Julota is a web-based and mobile integrated software platform that will be utilized by multiple agencies to track and monitor services and care provided to individuals within the LEAD Program. Julota is a consent and technology infrastructure that allows community care organizations to communicate with each other using their current software platforms

Program Team: An identified group of community service providers comprised largely of "spoke" organizations at the program level acting in an advisory capacity to the County and the Contractor/Hub on GRACE/LEAD practices and procedures.

Spokes: Spokes are the organizations that provide services to LEAD members and coordinate care, to include behavioral health treatment, housing and other social services, and medical care.

III. Statement of Work

A. Program Services

The Contractor serves as the Hub for the GRACE program and accordingly will expand its role to include LEAD. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to LEAD members, provide direct care coordination and case management, facilitate the development of Community Support Plans, and report on identified performance and outcome measures. The contractor will assume a primary leadership role for the Intensive Case Management (ICM) activities of the LEAD Program in collaboration with the County, and integrating GRACE/LEAD programs.

Specific responsibilities of the contractor include:

1. Maintain staff capacity to operate the LEAD ICM activities, providing supervisory and general administrative support to the LEAD ICM team; ensure appropriate staff training and supervision related to the complex challenges of LEAD participants.
2. Work with County to identify topics of training to offer to spoke agencies and the community that will support the goals and activities of the LEAD program.
3. Update and/or develop policies and procedures, in collaboration with the county, that will inform and guide the LEAD program activities and expectations.
 - a. Policies and procedures will include guidance on member eligibility, referrals, types of services provided, Community Support Plans, spoke expectations and commitment of participation, data.
 - b. Educate and update the spoke agencies on LEAD policies and procedures and their expected role as LEAD partners
4. Work directly with Prosecuting Attorney's offices to determine the status of an individual as a LEAD participant.
5. Convene and participate in advisory team meetings to be determined and facilitate meetings as indicated.
6. Work closely with County and other funders to refine and analyze metrics for LEAD program outcome measures and employ a continuous quality improvement process.

7. Educate community about the LEAD program in collaboration with the County, ensure consistent, accurate and effective communication with multiple, diverse stakeholders as appropriate.
8. Facilitate and provide engagement, care coordination and case management services to LEAD participants including:
 - a. Work closely with law enforcement agencies to coordinate outreach activities to LEAD participants, responding on a 24/5 basis to include teaming with these agencies during participant contacts to encourage participation in the LEAD program; maintain engagement and care coordination efforts despite their reticence for help, to the extent appropriate.
 - b. Monitor caseloads to ensure delivery of adequate care coordination services and make or recommend adjustments as appropriate; specifically coordination of services that relate to legal issues and process.
 - c. Work with spoke agencies to create new and/or innovative strategies where existing processes or policies are inflexible or ineffective to meet the needs of the LEAD participants.
 - d. Provide services out of office and on-site whenever possible to best achieve the goals of the participants' Community Support Plans.
 - e. Arrange transportation or provide transportation for LEAD participants for necessary appointments, as appropriate.
9. Develop and provide oversight of Community Support Plans for participants in the LEAD Program including:
 - a. Screen and assess or arrange for assessments of LEAD participants as appropriate in an effort to develop and implement Community Support Plans that are responsive to identified needs.
 - b. Convene and facilitate meetings with spoke agencies focused on development, implementation, and oversight of Community Support Plans for participants of the LEAD program as necessary.
 - c. Ensure quality Community Support Plans are created to meet the complex needs of LEAD participants to the greatest extent possible.
10. Work with County to maintain a member database and a reporting and communication mechanism, considering the needs for dynamic information exchange with multiple community partners
11. Comply with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules.
12. Work with County to identify and implement billing for participant services to Medicaid and other payers as eligible and appropriate.
13. Work closely with the County to ensure program costs are sufficiently funded and request timely reviews of program operational expenses.

B. Service Eligibility

The target population of the LEAD Program consists of individuals who are engaged in law violations due to behavioral health challenges, continued drug use and/or extreme poverty. The contractor will accept referrals from law enforcement and prosecuting attorney offices.

IV. Program Requirements

A. Staffing

The contractor will provide staffing sufficient to operate the LEAD program. Adequate capacity for operations must include program management and supervision, accounting and performance management,

care coordination and case management, community engagement, participant programming facilitation, and collaboration with the LEAD advisory groups.

Hub operations and care coordination/case management will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The Contractor shall ensure that LEAD program staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being. Requirements for LEAD Hub program staff follow:

1. Retain program staff to provide Program Management, Care Coordination/Case Management capacity.
 - a. Program Management shall be provided by a staff member, up to 0.4 FTE, with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex participants.
 - b. Care Coordination and Case Management services shall be provided by no less than three (3) full-time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. One of the full time staff will act as Program lead/supervisor and the County prefers that this position holds a Master's level degree in a behavioral health or other relevant field. The County prefers that the remaining case management staff hold a bachelor's degree or higher in a behavioral health, or other relevant field. A waiver of any of the educational or professional requirements requires approval by the County and will be considered as requested by the Contractor.
 - c. No less than two (2) staff members must carry a full caseload of approximately 15-20 LEAD participants each and the Program Supervisor will carry a partial caseload of approximately 10 participants.

B. The Contractor will also fulfill the following requirements:

1. Provide administrative support sufficient to sustain the LEAD program functions.
2. Provide office space, furniture and equipment sufficient to support the LEAD Hub, co-locating with law enforcement, as appropriate.
3. Provide administrative and clinical supervision of program direct service staff.
4. Work with County to modify program as necessary in response to potential changes relative to data collection and reporting.
5. Work with County to review LEAD budget as needed to ensure adequate funding support for costs when/if program modifications are made.
6. Update Memorandums of Understanding (MOUs)/data sharing agreements with community service partners as necessary to clarify roles and responsibilities of coordination and collaborative efforts on behalf of LEAD participants, to be reviewed annually.
7. Update MOUs with Law Enforcement agencies as necessary to clarify roles and partnership between LEAD Care Coordination staff and law enforcement officers, to be reviewed annually.

V. Reporting Requirements


A. The Contractor shall work in collaboration with the County and the Policy Team to identify specific metrics for LEAD program outcomes. Expected program overarching outcomes include:

1. Reduction in jail admissions/reduction in jail bed day utilization.
2. Reduction in law enforcement responses.

3. Improved health conditions of LEAD participants.
 4. Improved public safety and public order.
- B. The Contractor will collect baseline data on participants newly admitted to the LEAD program to include historical encounters with Law Enforcement. On a monthly basis, data will be collected by individual LEAD participants on current utilization of these encounters as well as utilization of other first responder services. The Hub organization will work closely with the County to design a reporting tool, and then submit a monthly report which will include the following data:
1. Arrests;
 2. Jail admissions;
 3. Jail bed day stays;
 4. First Responder calls for assistance - law enforcement;
 5. Drug trends.

 ORIGINAL

WHATCOM COUNTY
CONTRACT NO.
201911012

 <p>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>Cooperative Agreement</p>	PAGE 1 OF 18
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Whatcom 311 Grand Avenue Bellingham, WA 98225-4038	4. AWARD NUMBER: 2019-AR-BX-K015	
	5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2022	
2a. GRANTEE IRS/VENDOR NO. 916001383	6. AWARD DATE 09/29/2019	7. ACTION Initial
2b. GRANTEE DUNS NO. 060044641	8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Law Enforcement Assisted Diversion (LEAD) Program	9. PREVIOUS AWARD AMOUNT \$ 0	
	10. AMOUNT OF THIS AWARD \$ 900,000	
	11. TOTAL AWARD \$ 900,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114		
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.838 - Comprehensive Opioid Abuse Site-Based Program		
15. METHOD OF PAYMENT GPRS		
AGENCY APPROVAL	GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jack Louws County Executive	
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 11.14.19
AGENCY USE ONLY		
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD DIV YEAR CODE ACT OFC REG SUB POMS AMOUNT X B AR 80 00 00 900000	21. UARUGT1700	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Approved as to form:

Civil Deputy Prosecuting Attorney (Date) 11/14/19



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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award. If the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
34. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.



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35. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

40. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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41. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

42. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
43. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).
44. Protection of human research subjects
- The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
45. Justice Information Sharing
- Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
46. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-AR-BX-K015 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



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47. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.
48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

49. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

50. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

51. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

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52. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orben Terry, NEPA Coordinator
Subject: Categorical Exclusion for County of Whatcom

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2019-AR-BX-K015

PAGE 1 OF 1

This project is supported under FY19(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 116-6, 133 Stat 13, 114

1. STAFF CONTACT (Name & telephone number)

Elizabeth White
(202) 598-7402

2. PROJECT DIRECTOR (Name, address & telephone number)

Vanessa Martin
Administrative Manager
311 Grand Avenue
Bellingham, WA 98225
(360) 778-5716

3a. TITLE OF THE PROGRAM

Category 1: Locally Driven Responses to the Opioid Epidemic

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Law Enforcement Assisted Diversion (LEAD) Program

5. NAME & ADDRESS OF GRANTEE

County of Whatcom
311 Grand Avenue
Bellingham, WA 98225-4038

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 900,000

10. DATE OF AWARD

09/29/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Comprehensive Opioid Abuse Site-based Program (COAP) was developed as part of the Comprehensive Addiction and Recovery Act (CARA) legislation. COAP's purpose is to provide financial and technical assistance to states, units of local government, and Indian tribal governments to plan, develop, and implement comprehensive efforts to identify, respond to, treat, and support those impacted by the opioid epidemic. The Harold Rogers Prescription Drug Monitoring Program (PDMP) has been incorporated into the FY 2019 COAP solicitation. The purpose of the Harold Rogers PDMP is to improve collaboration and strategic decision making among regulatory and law enforcement agencies and public health entities to address prescription drug and opioid abuse, save lives, and reduce crime.

COAP aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives. The program also supports the implementation, enhancement, and proactive use of PDMPs to support clinical decision making and prevent

OJP FORM 4000/2 (REV. 4-88)

the abuse and diversion of controlled substances. Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act.

The objective of Category 1 is to encourage and support the development of comprehensive, locally driven responses to the opioid epidemic that expand access to supervision, treatment, and recovery support services across the criminal justice system; support law enforcement and other first responder diversion programs for non-violent drug offenders; promote education and prevention activities; and address the needs of children impacted by the opioid epidemic. All projects are expected to involve multiple agencies and partners.

The Whatcom County Prosecuting Attorney's Office (PAO) will implement a Law Enforcement Assisted Diversion (LEAD) program in Whatcom County. Grant funds will be used to hire a Project Coordinator through the Whatcom County PAO and three Case Managers through a subcontract to Sea Mar Community Health Center. Funds will also be used to support transitional housing. Project partners include the Whatcom County Public Defender's Office, the Whatcom County Sheriff's Office, the Whatcom County Health Department, the City of Bellingham Police Department, the City of Bellingham City Attorney's Office and Sea Mar Community Health Center.

CA/NCF

Exhibit "C"
COMPENSATION

I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$288,778 is the United States Department of Justice – Law Enforcement Assisted Diversion (LEAD) Program Grant (CFDA #16.838). The budget for this work is as follows:

Personnel Costs		
Item	Documentation Required	Budget
LEAD Supervisor	General Ledger (GL) Detail	\$60,000
Intensive Case Managers (2 FTE)	GL Detail	\$93,828
Program Manager (0.4 FTE)	GL Detail	\$31,200
Benefits	GL Detail	\$49,032.42
Total Personnel Costs:		\$234,060.42
Other Direct Costs (list):		
Item	Documentation Required	Budget
Mileage	Copies of mileage records, including the name of staff member, date of travel, starting point and destination of travel, number of miles traveled, per mile reimbursement rate, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.	\$5,000
Training (including dues and licenses directly related to the Program), Travel (including per diem)	a. Receipts for fees related to registration, training, licenses, and dues. b. Ground transportation, parking, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (www.gsa.gov) specific to location.	\$4,000
Office Furniture	GL Detail	\$600
Office Supplies	GL Detail	\$2,000
Technology (including cell phones, tablets, monthly cell phone plans)	GL Detail	\$7,500
Motivational Incentives for clients	GL Detail/Receipts and documentation to support dispersals	\$5,000
Marketing	GL Detail	\$2,000
Personnel + Other Direct Costs		\$260,160.42
Indirect Costs - not to exceed 11% of expenses		\$28,617.65
TOTAL BUDGET:		\$288,778

II. Budget, Rates, and/or Allowable Costs:

Allowable costs are those set out in the approved budget submitted by the Contractor. Costs between line items cannot exceed 10% without prior written approval from County.

During calendar year 2020, quarterly reconciliation will occur to account for Contractor reimbursement from Medicaid billings. Any costs reimbursed for these services to the Contractor will not be eligible for reimbursement through this Contract.

III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices including required documentation to:

VMartin@co.whatcom.wa.us

OR

Vanessa Martin, Administrative Manager
Whatcom County Prosecuting Attorney
311 Grand Avenue, Suite 201
Bellingham, WA 98225

2. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:

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

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

Exhibit "D"
INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2019

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 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).

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME:	
	PHONE (A/C, No, Ext):	425-709-3600
	FAX (A/C, No):	425-709-7460
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Physicians Insurance A Mutual Company
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Sea Mar Community Health Center
1040 S. Henderson Street
Seattle, WA 98108

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Retro: 12/1/1986 <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		300002443	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL		300002443	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Whatcom County is an additional insured and coverage is primary and non-contributory on the general liability policy per updated endorsements/forms to be issued by carrier. Waiver of subrogation applies on the general liability policy per updated endorsements/forms to be issued by carrier.

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 <i>Allison Grisel</i>

Sea Mar Contract Summary

CONTRACT INFORMATION			
Sea Mar location(s) affected:	GRACE – Whatcom County (LEAD)		
Contract Summary Prepared by:	John Neibert for Dr. Jeffrey Gibbs and Jennifer Lung		
With whom we are contracting:	Whatcom County		
Contract number:			
Contract type:	Service Contract		
If "Other," please specify:			
If Grant or Fee-for-Service, select ALL funding sources that apply:	<input type="checkbox"/> Federal CFDA #:	<input type="checkbox"/> State Foundation	<input type="checkbox"/> Other (please specify):
	<input type="checkbox"/> City	<input checked="" type="checkbox"/> County	
Department Code (Cost Center):	664		
Time period of contract:	Start Date/ Effective Date:	End Date:	
	1 March 2020	28 February 2021	
	<input type="checkbox"/> Ongoing/automatic renewals unless terminated by either party		
Contact information for whom we are contracting with:	Vanessa Martin, Administrative Manager Whatcom County Prosecuting Attorney's Office 311 Grand Avenue, Suite 201 Bellingham, WA 98225		
Where should contract be mailed? (Include special mailing instructions.)	<input checked="" type="checkbox"/> Same as above		<input type="checkbox"/> See below
	311 Grand Avenue, Suite 201 Bellingham, WA 98225		
Summarize goals, objectives and scope of work:			
Goals: 1.) Improve public safety and public order, 2.) reduce law violations by individuals who participate in the program 3.) Help individuals achieve stability in their communities. Provide leadership to the community and its partners, stakeholders in its primary responsibility for administration of the county-wide Law Enforcement Assisted Diversion (LEAD), and as part of the Ground-Level Response and Coordinated Engagement (GRACE) program.			
Is this a renewal or amendment of an existing contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If "Yes," please summarize changes:			
Is this contract replacing an existing contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, please list the current agreement and if the agreement has been terminated:			
Who is responsible for ensuring that contract/program requirements are fulfilled? Please include name, title and location/department. Vanessa Martin, Administrative Manager, Whatcom County Prosecuting Attorney's Office and Malora Christensen, GRACE Program Manager, Sea Mar Community Health Organization, Whatcom County. Con Folie			
Please list any concerns you may have in regard to the contract, whether it be in the form that it was written and/or clarity of the contract: N/A			
Are there any IT implications involved with this contract? Yes* No			
*If yes, please have Vinay Sayala review contract before submitting to Admin.			
Is this a Vendor Agreement over \$50,000? Yes* No			
*if yes, please have Jesus Sanchez review contract before submitting to Admin.			

Sea Mar Contract Summary



REPORTING/BILLING INFORMATION			
<i>Please answer ALL applicable questions, and include detailed information. If not applicable, please write "N/A."</i>			
List reporting requirements, including frequency of reporting and deadlines (include page #s): Pg. 14 Monthly data reporting to LEAD stakeholders. Monthly reporting to county partners.			
Who is responsible for reporting? Include name, title and location/department. Malora Christensen, GRACE Program Manager			
Explain procedure for billing (include page #'s, if applicable): PG 16. Sea Mar will submit itemized invoices NLT 15 th of the month for the following month of service, in the approved county format to VMartin@co.whatcom.wa.us Vanessa Martin, Administrative Manager Whatcom County Prosecuting Attorney 311 Grand Avenue, Suite 201 Bellingham, WA 98225			
Who at Sea Mar is responsible for billing? Include name, title and location/department. Malora Christensen, GRACE Program Manager, and Jennifer Luna, Director - Care Management with support of the accountin team			
Who is responsible for reporting information to Sea Mar Accounting? Malora Christensen, GRACE Program Manager, and Jennifer Luna, Director – Care Management			
Dollar Amounts:	\$ 288,778	Select one of the following: TOTAL Maximum of Contract <input type="checkbox"/> No Monies Involved/No Cost	<input type="checkbox"/> See Attached Fee Schedule <input type="checkbox"/> Amount per MONTH <input checked="" type="checkbox"/> Amount per YEAR
		Other – Please describe: This is the state grant, the county anticipated additional funding for this program.	

Please note:

- It is crucial that supervisors distribute the reporting requirements and deadlines to all staff involved.
- It is also crucial to notify Accounting and Billing departments if they are involved in the contract.
 - * If this is a new grant contract, please contact Accounting to discuss billing/invoicing procedure and how funds should be allocated.
- Please send copies of all reports to Admin for the contract file.

Return the contract summary to Admin with your Department Head's signature within 3 business days of receiving the contract. If you received the contract directly, please include the contract and all supporting documentation along with the contract summary.

EXECUTIVE REVIEW

Vinay Sayala <i>(if applicable)</i>		Date _____
Jesus Sanchez <i>(if applicable)</i>		Date _____
Department Head		Date <u>02/25/2020</u>
Mike Leong		Date <u>2/22/20</u>
Dustin Greer		Date <u>2/24/20</u>
Mary Bartolo		Date <u>2/25/2020</u>

Administration Use Only	
Date Received: FEB 27 2020	Date Mailed: MAR 04 2020

MAILED

Sea Mar Contract Summary

Conflict of Interest Addendum Needed? Y (N)	
Proof of Insurance Needed? Y (N)	FEB 27 2020
Proof of L&I Licensing? Y (N)	
Exclusion Check: http://exclusions.oig.hhs.gov/ Agency pass? (Y)	Date Checked FEB 27 2020
System for Award Management: https://www.sam.gov/portal/public/SAM/ Agency pass? (Y)	Date Checked _____
<input checked="" type="checkbox"/> Reporting requirements logged	
<input checked="" type="checkbox"/> Insurance requirements met	
<input checked="" type="checkbox"/> Audit requirements logged	

Exhibit "D"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Sea Mar Community Health Centers

Printed Name and Title of Authorized Individual: Rogelio Rojas, CEO


Signature

3/3/20
Date

Exhibit "F"
SUB-RECIPIENT AGREEMENT BETWEEN
WHATCOM COUNTY
AND
SEA MAR COMMUNITY HEALTH CENTERS

THIS SUB-RECIPIENT AGREEMENT is made and entered into by Whatcom County, herein referred to as the "County" and Sea Mar Community Health Centers, herein after referred to as "Agency".

This is a subgrant of the United States Department of Justice Law Enforcement Assisted Diversion (LEAD) Program Grant (Award #2019-AR-BX-K015 – 10/01/2019 – 09/30/2022), CFDA #16.838 – Comprehensive Opioid Abuse Site-based Program (Whatcom County contract #201911012).

The purpose of this subaward is as stated in this agreement.

The Agency agrees to comply with the following General Terms and Conditions and to incorporate the terms and conditions included herein in any and all subcontracting agreements entered into pursuant to this agreement.

GENERAL TERMS AND CONDITIONS

1. Administrative Requirements:

The Agency shall comply with all requirements 2 CFR Part 200, as applicable.

The Agency shall comply with federal and state laws and regulations, including all nondiscrimination laws, but not limited to, Title VII of the Civil Rights Act, 42 USC 12101 et seq.; the Americans with Disabilities (ADA); and Chapter 49.60 RCW.

2. Federal Funds Requirements:

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200.

The Agency shall maintain records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Agency shall include the above audit requirements in any subcontracts.

The Agency is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Agency must respond to the County's requests for information or corrective action concerning audit issues within 30 days of the date of request. The County reserves the right to recover from the Agency all disallowed costs resulting from the audit.

Once the single audit has been completed, the Agency must send a full copy of the audit to the County and a letter stating there were no findings or, if there were findings, a list of the findings.

3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions:

The Agency certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Agency further agrees that it shall not knowingly enter into any lower-tier covered transactions (a transaction between the Agency and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Agency agrees to include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction" without modification, in all lower-tier covered transactions and in all solicitations for lower tier transactions.

The "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" is available to research this information at <http://www.epls.gov/>.

4. Internal Controls

Maintain internal controls that provide reasonable assurance the County/Agency is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs.

5. Law Enforcement Assisted Diversion (LEAD) Program Grant Award Terms:

The Agency shall comply with all applicable "subgrantee" and "subrecipient" terms of United States Department of Justice award #2019-AR-BX-K015 (Whatcom County Contract #201911012) available for review at:

<http://documents.whatcomcounty.us/weblink8/0/doc/4500115/Page1.aspx?searchid=c2d63527-6ea6-4e58-b69b-6e6c6810c910>.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-194

File ID:	AB2020-194	Version:	1	Status:	Agenda Ready
File Created:	04/23/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 12, in the amount of \$77,641

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #12 requests funding from the General Fund:

1. To appropriate \$47,016 in Parks to fund Lookout Mountain Road failure A&E from FEMA grant proceeds.
2. To appropriate \$30,625 in Parks to fund Point Whitehorn Stairway A&E from FEMA grant proceeds.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Proposed Ordinance, Supporting Documentation-Summary Schedule, Supporting Documentation-Requests

**ORDINANCE NO.
AMENDMENT NO. 12 OF THE 2020 BUDGET**

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

WHEREAS, changing circumstances require modifications to the approved 2019-2020 budget; and,

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

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2019-2020 Whatcom County Budget Ordinance #2018-064 is hereby amended by adding the following additional amounts to the 2020 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Parks	<u>77,641</u>	<u>(77,641)</u>	<u>-</u>
Total Supplemental	<u>77,641</u>	<u>(77,641)</u>	<u>-</u>

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by email/CQ/MC
Civil Deputy Prosecutor

Satpal Sidhu, County Executive
Date: _____

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 12				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Parks	To fund Lookout Mountain Road failure A&E from FEMA grant proceeds.	47,016	(47,016)	-
Parks	To fund Point Whitehorn Stairway A&E from FEMA grant proceeds.	30,625	(30,625)	-
Total General Fund		77,641	(77,641)	-
Total Supplemental		77,641	(77,641)	-

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 3057

Fund 1

Cost Center 6352

Originator: Christ Thomsen

Year 2 2020

Add'l FTE

Priority 1

Name of Request: Lookout Mountain Road Failure A&E - FEMA 08-4615

X

Department Head Signature (Required on Hard Copy Submission)

Date

4-22-20

Costs:	Object	Object Description	Amount Requested
	4333.8310	FEMA	(\$40,299)
	4334.0181	FEMA Military	(\$6,717)
	6630	Professional Services	\$47,016
	Request Total		\$0

1a. Description of request:

This request provides budgeting and spending authority for the use of FEMA funds in the sum of \$47,016 for Architecture and Engineering to develop plans, specifications, and engineering estimate for the repair of the LM-2000 and LM-2100 roads in the Lookout Mountain Forest Preserve.

1b. Primary customers:

The citizens of Whatcom County, the over 32,000 annual trail users of Lookout Mountain Forest Preserve, Department staff who use the roads for management activities, EMS, and leaseholders.

2. Problem to be solved:

During the winter of 2018/2019, a winter storm, incident 18-4615, caused a slope failure between the LM-2000 and LM-2100 roads within the Lookout Mountain Forest Preserve. The slide caused substantial damage to the LM-2100 road and lesser damage to the LM-2000 road. Portions of the LM-2100 road failed (approximately 70-feet of the roadway was lost). The slide materials were deposited on the LM-2000 road causing damage to culverts, a lateral ditch, and road surface. The Department took immediate action to stabilize the slide area and clear the LM-2000 road. Today, the slide area is minimally active, the LM-2100 road remains impassable to motor vehicles, and continues to degrade. The slide and road failure are eligible for FEMA funds because the incident occurred as part of the larger storm event. On March 13, 2020, the County received funding for this project from FEMA for Architecture and Engineering work develop plans, specifications, and engineering estimate for repairs. This budget supplemental provides budgetary expenditure authority to encumber these funds and proceed with A&E.

The LM-2000 is a critical road as it is a mainline road that provides access for land managers, communications leaseholders, EMS and other across a large portion of Lookout Mountain Forest Preserve. The LM-2100 road provides valuable access for land managers and recreationists.

3a. Options / Advantages:

Both roads are important to the management of Lookout Mountain Forest Preserve. With this in mind, two options were considered.

1) Do nothing in response to the slope failure. This precludes the continued use of the LM-2400 because the failure caused the loss of approximately 70-feet of the roadway. At the worst point, the loss included the full-width of the roadway. The LM-2000 remains open and useable at this time but is at risk of additional damage or complete loss should the slope fail again.

2) Effect repairs to stabilize the slope and restore the roads. This options repairs both roads and provides for ongoing use of the LM-2000 and LM-2100 roads.

Supplemental Budget Request

Status: Pending

Parks & Recreation

Suppl ID # 3058 **Fund** 1 **Cost Center** 6370 **Originator:** Christ Thomsen

Year 2 2020 Add'l FTE Priority 1

Name of Request: Point Whitethorn Stairway - FEMA 08-4615

X  4-22-20
Department Head Signature (Required on Hard Copy Submission) **Date**

Costs:	Object	Object Description	Amount Requested
	4333.8310	FEMA	(\$26,250)
	4334.0181	FEMA Military	(\$4,375)
	6630	Professional Services	\$30,625
	Request Total		\$0

1a. Description of request:

This request provides budgeting and spending authority for the use of FEMA funds in the sum of \$30,631 for Architecture and Engineering to develop plans, specifications, and engineering estimate for the repair or replacement of the high-bank stairway at Point Whitehorn Marine Reserve.

The high-bank stairway provides public access from the highlands of the reserve to the saltwater shoreline and tidelands. This was a key element for acquisition of the property for park purposes.

1b. Primary customers:

The citizens of Whatcom County and the over 28,000 annual visitors to Point Whitehorn Marine Reserve.

2. Problem to be solved:

During the winter of 2018/2019, a winter storm, incident 18-4615, the Department experienced a slope failure within the Point Whitehorn Marine Reserve which affected the high-bank stairway that provides access from the highlands of the park to the Puget Sound Shoreline. The slope failure undermined the stairway, causing damage to the stairway and creating the potential for stairway failure. The stairway received repairs, was determined to be safe for public use, and was reopened to the public. Because of the potential for failure, the stairway was eligible to receive FEMA funding for Architecture and Engineering work to develop plans, specifications, and engineering estimate for repairs or replacement. A winter storm in 2020, incident 20-0256, contributed to further degradation of the slope and stairway making it unsafe for use. The stairway is closed to public use as a result. On March 13, 2020, the County received funding for this project from FEMA for Architecture and Engineering work to develop plans, specifications, and engineering estimate for repairs. This budget supplemental provides budgetary expenditure authority to encumber these funds to proceed with A&E work.

3a. Options / Advantages:

Two options were evaluated.

- 1) Remove the existing stairway and close access to the shoreline. This option reduces services by eliminating shoreline and tideland access within Point Whitehorn Marine Reserve.
- 2) Repair or replace the existing stairway in a way that provides safe and reliable access to the shoreline. This option provides continuation of services by maintaining shoreline and tidelands access within the Point Whitehorn Marine Reserve.

Shoreline access is a primary draw of visitors to Point Whitehorn Marine Reserve and was an important element of its acquisition. Continued provision of shoreline access via a high-bank stairway is a critical



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-195

File ID:	AB2020-195	Version:	1	Status:	Agenda Ready
File Created:	04/23/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 7, in the amount of \$250,000
(Supersedes Ord. No. 2020-008)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #7 requests funding from the General Fund:

1. To appropriate \$250,000 in Non Departmental to fund COVID-19 response.

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive

DATE: April 27, 2020

SUBJECT: Emergency Ordinances replaced with Permanent Ordinances

Requested Action:

The County Executive is requesting adoption of six budget ordinances developed to replace and rescind the COVID-19 Emergency Ordinances recently adopted by Council. This is necessary because Emergency Ordinances expire on the sixty-first day following the date they became law.

Background and Purpose:

The Administration has been working with Council to respond to the COVID-19 Emergency. To effectively respond to this emergency several budget adjustments were made to ensure adequate cash flow was available to fund it. These adjustments were adopted as Emergency Ordinances for the immediate preservation of the public peace, health, safety and support of the county government. As Emergency Ordinances they expire on the sixty-first day following the date on which the ordinance became law as defined in WCC 2.02.135. As the emergency endures we must now adopt the replacement of these Emergency Ordinances as Permanent Ordinances.

<u>Agenda Bill No.</u>	<u>Action</u>	<u>Adopted Emergency Ordinances</u>
AB2020-195	Supersedes	Ord. 2020-008 (appropriates \$250k to COVID19 response)
AB2020-196	Supersedes	Ord. 2020-012 (increases emergency funding by \$1,155,821- GF \$250k and Homeless Housing \$905,821)
AB2020-197	Supersedes	Ord. 2020-016 (establishes COVID-19 Fund with \$1,750,000)
AB2020-198	Supersedes	Ord. 2020-018 (increases COVID-19 Fund by \$3,000,000)
AB2020-199	Supersedes	Ord. 2020-020 (appropriates Dept. Commerce Grant, \$154,946)
AB2020-200	Supersedes	Ord. 2020-015 and 2020-017 (\$4M interfund loan)

Funding Amount and Source:

General Fund, Public Utilities Improvement Fund (EDI) and Department of Commerce Grants. It is anticipated that costs and expenses related to the COVID-19 response will be reimbursed through FEMA.

PROPOSED BY: Executive
INTRODUCTION DATE: 5/05/2020

**ORDINANCE NO.
AMENDMENT NO. 7 OF THE 2020 BUDGET**

WHEREAS, the Whatcom County Council adopted Emergency Ordinance No. 2020-008 amending the 2020 Whatcom County budget in the amount of \$250,000; and,

WHEREAS, it is necessary to adopt a permanent ordinance to replace the emergency ordinance as it expires on the sixty-first day following the date it became law.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2019-2020 Whatcom County Budget Ordinance No. 2018-064 is hereby amended by adding the following additional amounts to the 2020 budget included therein:

Fund	Expenditures	Revenues	Net Effect
General Fund - Non Departmental	<u>250,000</u>	<u>-</u>	<u>250,000</u>
Total Supplemental	<u>250,000</u>	<u>-</u>	<u>250,000</u>

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Whatcom County Council that this ordinance supersedes Ordinance No. 2020-008.

ADOPTED this ____ day of _____, 2020.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by email/KF/MC
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

Supplemental Budget Request

Status: Pending

Non-Departmental

<i>Suppl ID #</i> 3035	<i>Fund</i> 1	<i>Cost Center</i> 4903	<i>Originator:</i> T. Helms
<i>Year 1</i> 2019	<i>Add'l FTE</i> <input type="checkbox"/>	<i>Priority</i> 1	

Name of Request: COVID-19 Emergency Response

X Department Head Signature (Required on Hard Copy Submission)	3/16/2020 Date
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<i>Costs:</i>	Object	Object Description	Amount Requested
	6120	Extra Help	\$50,000
	6140	Overtime	\$50,000
	6320	Office & Op Supplies	\$75,000
	6610	Contractual Services	\$75,000
	Request Total		\$250,000

1a. Description of request:

As per Whatcom County Code 2.02.135 Emergency Ordinances, the County Executive is requesting an emergency budget ordinance for the immediate preservation of the public health and safety of the county government and its existing institutions.

1b. Primary customers:

All Whatcom County Residents and Employees of Whatcom County

2. Problem to be solved:

The Whatcom County Health Department is responsible for management of COVID-19 in all of Whatcom County and is the Operational Incident Commander for COVID-19. As per the Whatcom County Comprehensive Emergency Management Plan, the activation level for Whatcom County has been raised to Level 2 by the Whatcom County Sheriff's Office.

Initial protective measures are described as consistent and frequent facility environment cleaning, particularly in public spaces, frequent hand washing and the use of hand sanitizers. Protective measures will escalate with an increasing probability that the COVID-19 virus is confirmed in Whatcom County. Employee absences may result in the need for unbudgeted overtime and extra help, technology expenses may increase, and other expenses may be required. To ensure adequate budget authority for preparing for this emergency response the Executive is requesting budget authority in the amount of \$150,000 from the General Fund Balance to ensure timely and efficient preparation for this likely public health emergency.

3a. Options / Advantages:

Timing is of great importance to ensure adequate and appropriate preparation is not limited by insufficient budget authority.

3b. Cost savings:

Capturing expenses related to COVID-19 response into a single cost center will assist our efforts to track the cost of preparing and responding to the COVID-19 virus while supporting our efforts to seek Federal emergency reimbursement should the opportunity arise.

4a. Outcomes:

Departments will have the necessary budget support needed to prepare for the possibility the COVID-19 virus is confirmed in Whatcom County.

4b. Measures:

Departments will have taken the necessary steps outlined by the Health Department and the CDC to limit

Non-Departmental

Suppl ID # 3035 **Fund 1** **Cost Center 4903** **Originator: T. Helms**

the spread of the COVID-19 virus that has not yet been confirmed in Whatcom County.

5a. Other Departments/Agencies:

When necessary, departments can seek funding support through the Executive Office for expenses related to the preparing for the potential spread of the COVID-19 virus.

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

Health Dept. - John Wolpers
Facilities - Rob Ney

6. Funding Source:

General Fund



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-196**

File ID:	AB2020-196	Version:	1	Status:	Agenda Ready
File Created:	04/23/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 8, in the amount of \$1,155,821 (Supersedes Ord. No. 2020-012)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests funding from the General Fund:

1. To appropriate \$250,000 in General Fund to fund COVID-19 response.

From the Homeless Housing Fund:

2. To appropriate \$905,821 in Health to fund COVID-19 Outbreak Emergency Housing project from grant proceeds.

HISTORY OF LEGISLATIVE FILE

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

**ORDINANCE NO.
AMENDMENT NO. 8 OF THE 2020 BUDGET**

WHEREAS, the Whatcom County Council adopted Emergency Ordinance No. 2020-012 amending the 2020 Whatcom County budget in the amount of \$1,155,821; and,

WHEREAS, it is necessary to adopt a permanent ordinance to replace the emergency ordinance as it expires on the sixty-first day following the date it became law.

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	<u>250,000</u>	<u>-</u>	<u>250,000</u>
Homeless Housing Fund - Health	<u>905,821</u>	<u>(905,821)</u>	<u>-</u>
Total Supplemental	<u>1,155,821</u>	<u>(905,821)</u>	<u>250,000</u>

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.

BE IT FURTHER ORDAINED by the Whatcom County Council that this ordinance supersedes Ordinance No. 2020-012.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by phone/KF/MC
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

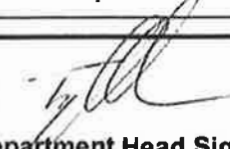
Supplemental Budget Request

Status: Pending

Non-Departmental

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

Year 1 2019 Add'l FTE Priority 1

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

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

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

Health

Human Services

Suppl ID # 3044

Fund 122

Cost Center

Originator: Kathleen Roy

Year 2 2020

Add'l FTE

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
	Request Total		\$0

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-197

File ID:	AB2020-197	Version:	1	Status:	Agenda Ready
File Created:	04/23/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance establishing the COVID-19 Emergency Response Fund and establishing a budget for the COVID-19 Emergency Response Fund (Supersedes Ord. No. 2020-016)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requesting authorization to establish a new special revenue fund titled "COVID-19 Emergency Response Fund" and appropriate \$1,750,000 in the fund.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Attachment A

ORDINANCE NO.

**ESTABLISHING THE COVID-19 EMERGENCY RESPONSE FUND AND
ESTABLISHING A BUDGET FOR THE COVID-19 EMERGENCY RESPONSE FUND**

WHEREAS, the Whatcom County Council adopted Emergency Ordinance No. 2020-016 establishing the COVID-19 Emergency Response Fund and establishing a budget for the COVID-19 Emergency Response Fund; and,

WHEREAS, it is necessary to adopt a permanent ordinance to replace the emergency ordinance as it expires on the sixty-first day following the date it became law.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new special revenue fund is hereby established titled the "COVID-19 Emergency Response Fund",

BE IT FURTHER ORDAINED, that the fund is approved with an initial budget of \$1,750,000 as presented in Attachment A.

BE IT FURTHER ORDAINED, by the Whatcom County Council that this ordinance supersedes Ordinance No. 2020-016.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by phone/KF/MC
Civil Deputy Prosecutor

Satpal Sidhu, County Executive
Date: _____

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3046

Fund

Cost Center

Originator: M Caldwell

Year 2 2020

Add'l FTE

Priority 1

Name of Request: COVID-19 Emergency Response Fund budget

<p>X  (initial)</p> <p>Department Head Signature (Required on Hard Copy Submission)</p>	<p>4/2/2020</p> <p>Date</p>
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Costs:	Object	Object Description	Amount Requested
	2241	Interfund Loans Payable	(\$1,000,000)
	4337.1001	City of Bham Support	(\$500,000)
	6610	Contractual Services	\$1,750,000
	8301.4530	Op Trf In - Non-Departmental	(\$250,000)
	Request Total		\$0

1a. Description of request:

Funding will be used to provide supplies and contracts needed to address life safety issues in response to the COVID-19 coronavirus emergency in Whatcom County.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

Whatcom County needs to be able to take adequate actions to stem the tide of COVID-19 in order to protect our citizens.

3a. Options / Advantages:

There are no other options.

3b. Cost savings:

Funding from the federal government in the form of FEMA assistance is eventually expected to offset 75% of the costs.

4a. Outcomes:

Whatcom County will be successful in limiting the spread of COVID-19 countywide as soon as possible.

4b. Measures:

Decrease in the number and eventual elimination of new cases

5a. Other Departments/Agencies:

Unified Command, City of Bellingham, State Military Department, Health Department, Emergency Management

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

6. Funding Source:

Temporary Interfund Loan from EDI Fund, General Fund and City of Bellingham contributions. The current EDI Cash balance is \$15,021,000.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-198

File ID:	AB2020-198	Version:	1	Status:	Agenda Ready
File Created:	04/23/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, Request No. 10, in the amount of \$3,000,000 (Supersedes Ord. No. 2020-018)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests funding in the COVID-19 Emergency Response Fund:

1. To appropriate \$3,000,000 to fund COVID-19 response activities.

HISTORY OF LEGISLATIVE FILE

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

PROPOSED BY: Executive
INTRODUCTION DATE: 05/05/20

ORDINANCE NO.
AMENDING THE WHATCOM COUNTY 2020 BUDGET, REQUEST NO. 10. IN THE AMOUNT OF
\$3,000,000

WHEREAS, the Whatcom County Council adopted Emergency Ordinance No. 2020-018 amending the 2020 Whatcom County budget in the amount of \$3,000,000; and,

WHEREAS, it is necessary to adopt a permanent ordinance to replace the emergency ordinance as it expires on the sixty-first day following the date it became law.

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
COVID-19 Emergency Response Fund	<u>3,000,000</u>	-	<u>3,000,000</u>
Total Supplemental	<u>3,000,000</u>	-	<u>3,000,000</u>

BE IT FURTHER ORDAINED by the Whatcom County Council that this ordinance supersedes Ordinance No. 2020-008.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by phone/KF/MC
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

Supplemental Budget Request

Status: Pending

Council

Suppl ID # 3053 **Fund** 134 **Cost Center** 134100 **Originator:** Donovan/Buchanan

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

Name of Request: Increase Funding for COVID-19 Response

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	2241	Interfund Loans Payable	(\$3,000,000)
	6610	Contractual Services	\$3,000,000
	Request Total		\$0

1a. Description of request:

Increase amount available needed to provide an adequate response to the COVID-19 emergency.

1b. Primary customers:

Citizens of Whatcom County

2. Problem to be solved:

The County Executive has issued a Proclamation of Emergency to combat the spread of the COVID-19 virus. The spread of the virus presents a continuing threat to the health and safety of the citizens of Whatcom County. The County has established the COVID-19 Emergency Response Fund to track restricted and committed revenues in response to the COVID-19 outbreak. Adequate cash flow and budget authority is needed in the COVID-19 Emergency Response Fund to fund the County's response due to the processing time required to receive expected local, state, and federal FEMA assistance and reimbursements.

3a. Options / Advantages:

Other options do not provide the efficiency and effectiveness needed to respond to this emergency.

3b. Cost savings:

It is expected that local, state and federal FEMA assistance and reimbursements will provide funding for the fund's expenditures.

4a. Outcomes:

Upon signature adequate resources will be available to fund emergency response as needed.

4b. Measures:

5a. Other Departments/Agencies:

Public Utilities Improvement Fund (EDI) will provide a temporary loan for cashflow. The Treasurer will be authorized to provide the interfund loan.

Unified Command, Finance, Executive's Office.

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

6. Funding Source:

Temporary Loan from Public Utilities Improvement Fund to be repaid from federal, state and local reimbursements.



Whatcom County

COUNTY COURTHOUSE
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Agenda Bill Master Report

File Number: AB2020-199

File ID:	AB2020-199	Version:	1	Status:	Agenda Ready
File Created:	04/23/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 11, in the amount of \$154,946
(Supersedes Ord. No. 2020-020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests funding from the General Fund:

1. To appropriate \$154,946 in Non Departmental to fund COVID-19 related urgent housing needs through Opportunity Council Public Services program.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance, Supporting Documentation - Suppl #11

ORDINANCE NO.

AMENDMENT NO. 11 OF THE 2020 BUDGET

WHEREAS, the Whatcom County Council adopted Emergency Ordinance No. 2020-020 amending the Whatcom County budget in the amount of \$154,946; and,

WHEREAS, it is necessary to adopt a permanent ordinance to replace the emergency ordinance as it expires on the sixty-first day following the date it became law.

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 \$154,946 to the 2020 budget as presented herein:

Fund	Expenditures	Revenues	Net Effect
General Fund - Non Departmental	<u>154,946</u>	<u>(154,946)</u>	<u>-</u>
Total Supplemental	<u>154,946</u>	<u>(154,946)</u>	<u>-</u>

BE IT FURTHER ORDAINED by the Whatcom County Council that this ordinance supersedes Ordinance No. 2020-020.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by phone/KF/MC
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

Supplemental Budget Request

Status: Pending

Executive

Suppl ID # 3052 Fund 1 Cost Center 4288 Originator: Suzanne Mildner

Year 2 2020 Add'l FTE Priority 1

Name of Request: *OppCo Public Services CDBG-emergency amend*

X		4/8/2020
Department Head Signature (Required on Hard Copy Submission)		Date

Costs:	Object	Object Description	Amount Requested
	4333 1422	HUD-CDBG	(\$154,946)
	6610	Contractual Services	\$154,946
	Request Total		\$0

1a. Description of request:

This request is for emergency COVID-19 funding from the Washington State Department of Commerce, to be distributed equally to 3 counties including Whatcom, Island and San Juan by way of subrecipient agreement with our community action agency, Opportunity Council.

1b. Primary customers:

Low- and moderate-income residents of Whatcom, Island and San Juan Counties

2. Problem to be solved:

Washington State Department of Commerce is utilizing current CDBG Public Services grant contracts with Washington Counties as a vehicle to allocate emergency funding from HUD for the COVID-19 emergency response at the local level. Whatcom's current contract may be amended to add additional funding in the amount of \$154,946 for this purpose. The funds will pass through to the grant subrecipient Opportunity Council, and will be used for short term housing assistance in the tri-county areas of Whatcom, Island and San Juan counties.

3a. Options / Advantages:

This contract amendment will allow for a swift response to urgent housing needs of many of our low- to moderate-income citizens in the tri-county area.

3b. Cost savings:

N/a

4a. Outcomes:

This emergency funding will provide one-time or short-term (no more than 3 month) emergency payments (including rent) on behalf of individuals or families, to prevent loss of housing due to the COVID-19 public health emergency.

4b. Measures:

Opportunity Council will serve income-qualified individuals and families and will provide reports as required under the State contract.

5a. Other Departments/Agencies:

Opportunity Council and 3 community resource centers in San Juan County.

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

Sheri Emerson, Associate Director of Opportunity Council, is responsible for overseeing program services.

6. Funding Source:

Federal grant funding from HUD through the Washington State Dept. of Commerce's CDBG Program.

Wednesday, April 08, 2020

Rpt Rpt Suppl Regular



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-200

File ID:	AB2020-200	Version:	1	Status:	Agenda Ready
File Created:	04/24/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:	05/05/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance authorizing an interfund loan to finance cash flow for COVID-19 emergency response (replaces Ord. No. 2020-015 and Ord. No. 2020-017)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance requests authorization for a \$4 million interfund loan from the Pubic Utilities Improvement (EDI) Fund to the COVID-19 Emergency Response Fund to finance cash flow needs.

HISTORY OF LEGISLATIVE FILE

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

ORDINANCE NO.
AN ORDINANCE AUTHORIZING AN INTERFUND LOAN TO FINANCE CASH FLOW FOR COVID-19 EMERGENCY RESPONSE

WHEREAS, the Whatcom County Council adopted Emergency Ordinance No. 2020-015 authorizing an interfund loan for \$1,000,000; and,

WHEREAS, the Whatcom County Council adopted Emergency Ordinance No. 2020-017 authorizing an additional interfund loan for \$3,000,000; and,

WHEREAS, it is necessary to adopt a permanent ordinance to replace the emergency ordinances as they expire on the sixty-first day following the date they became law,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Whatcom County Treasurer is hereby authorized to make an interfund loan from the Public Utilities Improvement Fund to the COVID-19 Emergency Response Fund providing adequate cash flow for expanded COVID-19 response.

BE IT FURTHER ORDAINED that the loan shall not exceed \$4,000,000 and shall be for a term not exceeding eighteen months.

BE IT FURTHER ORDAINED that one-half percent interest shall be charged on the loan.

BE IT FINALLY ORDAINED by the Whatcom County Council that this ordinance replaces Ordinance No. 2020-015 and Ordinance No. 2020-017.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by email/KF/MC
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____



Whatcom County

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

Agenda Bill Master Report

File Number: **AB2020-204**

File ID:	AB2020-204	Version:	1	Status:	Agenda Ready
File Created:	04/28/2020	Entered by:			
Department:		File Type:	Ordinance		
Assigned to:	Council			Final Action:	
Agenda Date:				Enactment #:	

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

TITLE FOR AGENDA ITEM:

Ordinance (interim) establishing a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Ordinance (interim) establishing a COVID-19 interim economic recovery plan to respond to the economic crisis within Whatcom County caused by the COVID-19 pandemic

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Proposed Ordinance for 5.5.2020

4 ORDINANCE NO. _____
5

6 ESTABLISHING AN COVID-19 INTERIM ECONOMIC RECOVERY PLAN
7 TO RESPOND TO THE ECONOMIC CRISIS WITHIN WHATCOM COUNTY
8 CAUSED BY THE COVID-19 PANDEMIC
9

10 WHEREAS, the COVID-19 pandemic has caused significant hardship to our local
11 economy which in turn has led to substantial unemployment; and
12

13 WHEREAS, in previous localized emergencies Whatcom County has been able to rely
14 upon the financial resources of the State and Federal governments to recover, however as
15 COVID-19 is a global problem future State and Federal government funding is uncertain as
16 it is being stretched to the limit; and
17

18 WHEREAS, the Whatcom County agencies and departments have done an excellent
19 job at reducing the rate of new infections from COVID-19, managing the increased demand
20 for social services, procuring supplies of essential Personal Protective Equipment, and will
21 continue to have to devote considerable resources to these needs for the foreseeable
22 future; and
23

24 WHEREAS, additional resources now need to be identified and dedicated to the
25 challenge of leading the community onwards to economic recovery; and
26

27 WHEREAS, the County, the City of Bellingham and the Port of Bellingham have an
28 established Regional Economic Partnership (REP) agreement where the Port serves as the
29 state-designated Associate Development Organization (ADO) responsible for promoting and
30 encouraging economic growth within Whatcom County; and
31

32 WHEREAS, the purpose and goals of the REP and ADO include:
33

- 34 • To retain and attract livable wage jobs and to assist businesses,
35 entrepreneurs, and other local organizations to thrive,
- 36 • To partner to create a thriving community for all,
- 37 • To provide expertise in financing, planning, and technology to help start,
38 develop, or grow business,
- 39 • Promote Whatcom County as a great place to live, work and do business.
- 40 • Connect businesses with economic development services and skilled
41 workforce resources,
- 42 • To help enhance and grow cross border trade opportunities with Canada,
- 43 • Work collaboratively with our local and regional partners to create a vibrant
44 community of higher education learning, prosperous agricultural lands, high
45 tech businesses, marine manufacturing, and local food processing.
- 46

47 WHEREAS, Local government officials, businesses, non-profits and the community
48 need an COVID-19 interim economic recovery plan to be developed and available as rapidly
49 as possible. With the understanding it will be replaced by a long-term, detailed strategy
50 once State and Federal recovery funding has been defined and secured; and
51

1 **WHEREAS**, while the County does not have any significant untapped local financial
2 resources, the county is blessed with considerable human capital and economic acumen
3 within our community which can be drawn on to assist the ADO in the immediate
4 development of COVID-19 Interim Economic Recovery Plan (CIERP).
5

6 **NOW, THEREFORE, BE IT ORDAINED**, that as a condition of, and subject to, the
7 ADO accepting the \$50,000 funding proposed later in this document the Whatcom County
8 Council hereby directs:
9

- 10 1. The ADO shall be appointed as the primary lead agency responsible for the research
11 and development of an Interim Economic Recovery Plan as outlined in Exhibit A; and
12
- 13 2. As time is of the essence the ADO shall immediately form a panel of experts drawn
14 from the local community to augment and complement the existing ADO staff; and
15
- 16 3. The ADO shall assume county wide responsibility for messaging and communications
17 to the press and community for all things related to the CIERP and economic
18 recovery; and
19
- 20 4. The ADO shall report any new information which could have a moderate or material
21 impact on the county's economic recovery to Incident Command, the County Council,
22 County Executive, Port of Bellingham, the Mayors, Tribal Chairs and Health
23 Department within 24 hours of receipt; and
24
- 25 5. To provide updates, at least weekly, to the community on the status of economic
26 recovery efforts. The reports will be factual, and strive to contain the right balance of
27 hard truth and optimism.
28

29 **BE IT FURTHER ORDAINED**, the Whatcom County Council acting as the Whatcom
30 County Health Board hereby directs that the following policies shall immediately apply to the
31 Whatcom County Health Department:
32

- 33 1. The Health Department shall add the strategies outlined in Exhibit B to its existing
34 plans in support of the County's economic recovery; and
35
- 36 2. The Health Department shall support the efforts of the ADO to produce the CIERP as
37 rapidly as practical; and
38
- 39 3. The Health Department shall maintain responsibility for messaging and
40 communications, through the Incident Command Joint Information Center, to the
41 press and community related to the health and social service aspects related to the
42 COVID-19 crisis; and
43
- 44 4. The Health Department shall report any new information which could have a
45 moderate or material impact on the county's economic recovery to Incident
46 Command, the County Council, County Executive, Port of Bellingham, the Mayors,
47 Tribal Chairs and ADO within 24 hours of receipt; and
48
- 49 5. The Health Department shall provide updates to the ADO, at least weekly, on the
50 status of the Health Departments contributions to the economic recovery efforts, to
51 be included in ADO's weekly reports to the community.

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BE IT FURTHER ORDAINED, to help reduce the future costs to the County of responding to COVID-19 strategies 2(a) and 2(b) in Exhibit B shall be added to Incident Command's existing plans, and

BE IT FURTHER ORDAINED, the Whatcom County Council requests that an emergency allocation of \$50,000 from the Whatcom County Public Utilities Improvement Fund (EDI Fund) be transferred to ADO to support the efforts outlined in this Ordinance, and

BE IT FINALLY ORDAINED, these directives shall be re-evaluated no later than September 15th, 2020 at which time the Council may extend, modify or terminate them.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Singh Sidhu, County Executive

() Approved () Denied

Date Signed: _____

1 **EXHIBIT A**

2 ADO Deliverables

3
4 The goal will be to use a panel of experts recruited by the ADO to develop a comprehensive
5 picture of the County’s economic recovery needs and a plan to address them.

6
7 To provide recommendations to policy makers in our cities and county as to what actions
8 our community can take, consistent with the Governors orders, which will have the greatest
9 positive impact, with the least amount of resources in the shortest amount of time.

10
11 It will be up to policy makers to choose which recommendations to adopt.

12
13 The deliverables will include, but not limited to:

- 14
15 1. **Immediate response** - the ADO shall work with the Health Department and the
16 member organizations of Team Whatcom to develop and promote through action and
17 example a program along the theme of “Whatcom Cares for Your Safety”. The
18 purpose is to improve consumer confidence by rapidly positioning our community as
19 regional leaders/active partners in disease transmission prevention and safe social
20 activities.
21
22 2. **Impact analysis** (within 30 days) - Through extensive outreach establish and
23 quantify the sectors of the economy affected:
24 a. Businesses expected to see a return of demand and thus recover in due
25 course e.g. Auto repairs?
26 b. Businesses likely to recover with limited assistance e.g. breweries and
27 specialty manufacturing?
28 c. Sectors likely to find recovery challenging e.g. restaurants, retail, donor
29 funded non-profits and higher education?
30

31 As some impact analysis has been done, the focus may be more on ensuring we
32 have identified all key sectors and the critical inter-relationships between them.
33

- 34 3. **Local actions available** – Local government finances are also under considerable
35 stress and can’t be relied upon to provide funds to improve the business climate.
36 Therefore, the focus on locally sourced assistance should be in the form of human
37 capital drawn from within our community. Some examples of how this could be used
38 may be:
39 a. Mentorship matching
40 b. Business management education
41 c. Cash flow management
42 d. Encourage local collaboration
43 e. Promotion of “buy local” policies
44 f. Resource sharing
45 g. Resiliency training
46 h. Local medical supply manufacturing and reuse technologies
47
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50

1 The Expert Panel
2

3 It is proposed that this group comprise of 9-13 volunteers. Ideally at least half of which will
4 have previously successfully led their respective organizations through one or more
5 significant economic downturns, ideally as the CEO/CFO. The panel will be augmented by
6 senior managers, a representative from the EOC with a business background, and
7 employees of the Port of Bellingham acting under state statute in its role as the County's
8 Associate Development Office.
9

10 This group will be augmented with representatives from different sectors who will be sought
11 out to contribute to their respective industries. If practical the team will collaborate and
12 leverage resources with similar groups in Skagit, San Juan and maybe Island Counties to
13 build a more regional response.
14

15 Commitment & Governance guidelines
16

- 17 • Meetings will be held online (i.e. GoToMeeting). It is suggested the initial meeting be
18 two hours long and additional meetings will be 1 hour. It is suggested that meetings
19 will initially be held three times per week at times that do not conflict with other
20 regularly scheduled COVID-19 such as 11am, 1pm or 4pm Monday, Wednesday, and
21 Fridays. The frequency will change over time as the group sees fit
22
- 23 • Members of the group will be expected to participate in a least two out of every three
24 meetings
25
- 26 • Members may be added or removed by a 2/3rds majority vote
27
- 28 • A chair and vice chair shall be appointed at the first meeting
29
- 30 • Meetings shall be governed by Roberts Rules as necessary
31
- 32 • If decisions are not unanimous minority reports can be included upon request
33

34 Additional principals
35

36 Recognizing that uncertainty causes businesses to conserve cash, and delay rehiring, while
37 certainty and optimism bring business investment and job growth, the team will seek ways
38 to increase local employers' confidence in the future.
39

40 Recognizing that every adversity in life provides opportunity, the team shall look for ways
41 this disaster can be leveraged to make our economy and community stronger and more
42 resilient in the future.
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1 **EXHIBIT B**

2 Health Department deliverables

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4 The Health Department's critical role in helping our economy recover shall grow to include:

5
6 Disease prevention education and enforcement as businesses reopen, and
7
8 Establishing and promoting best practices to reduce the County government's
9 contribution to the cost of providing Personal Protective Equipment (PPE) to third parties

- 10
11 1. **Whatcom Cares for Your Safety** - the Health Department shall immediately work
12 for the ADO, and the member organizations of Team Whatcom to develop and
13 promote through action and example, a program along the theme of, *"Whatcom*
14 *Cares for Your Safety"*. The purpose is to improve consumer confidence by rapidly
15 positioning our community as regional leaders/active partners in disease
16 transmission prevention and safe social activities.
17
18 a. To support the ADO in the effort to position Whatcom County as a community
19 that cares for the safety of its residents and visitors, to be seen as a safer
20 place to visit, stay, and eat out than many other areas.
21
22 b. To support the ADO in providing local businesses with the tools to remind
23 residents and tourists that Whatcom's abundant outdoor recreation
24 opportunities are an inherently safer "post-COVID" social activity than say
25 sitting in a crowded stadium or theme park.
26
27 c. To support the ADO in helping local residents and businesses feel confident
28 remaining and spending their money within Whatcom is as safe, if not safer,
29 than going to other places where the disease prevention policies may be
30 viewed as weaker.
31
32 d. To develop, or contract with an existing supplier of training tools, to provide a
33 COVID-19 safety training and certification program for individuals similar in
34 concept to the WA State's Food Worker Card.
35
36 e. To conduct inspections, award "COVID-19 Safety Inspection Ratings" and
37 publish the results online, similar to what Health Departments in other
38 jurisdictions have been issuing to restaurants for years, and are posted with
39 pride on storefront windows (a mock up is provided for example purposes as
40 Exhibit C).
41
42 f. To carry out periodic audits and enforcement of these safety rules.
43
44 g. As the above will require additional resources beyond what the Health
45 Department staff has available, the Department is encouraged to utilize
46 furloughed local government workers and volunteers as much as practical.
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2. **Reducing the County's contribution to future PPE costs** – recognizing WA State and Whatcom County have already spent considerable amounts of money to acquire and distribute PPE to assist health care organizations to respond to the COVID-19 crisis, moreover this rate of expenditure cannot be maintained, therefore the Health Department shall support Incident Command in enacting the following policies which:

a. Ensure organizations requesting additional supplies of PPE only draw upon Incident Command's limited inventory for as long as they continue to have no other viable options, this shall include written statement substantially similar to:

"By ordering Personal Protective Equipment and/or other supplies through Whatcom Incident Command you agree to reimburse Whatcom County for any portion of our actual cost which is not reimbursed by FEMA or others. Furthermore, you understand Whatcom County may not know the cost of the supplies at the time you order them, and the actual cost incurred by Whatcom County to acquire the items you are requesting may prove to be considerably higher than the price you normally pay your commercial suppliers."

b. Follow the example set by the State government, PeaceHealth and other parties' to develop strategies to reuse N95 masks, and looking for other ways to apply this approach to all PPE where practical. Including but not limited to face shields, gowns, Tyvek clothing, single use stethoscopes etc. This process will include establishing a means to collect, sterilize, verify, repack and redistribute. To ensure an adequate supply of dirty items are received for cleaning there should be a policy of exchanging like for like in the same quantities, less an appropriate allowance for those too damaged or soiled to be reused.

EXHIBIT C

(This is provided for illustrative purposes only; the final design may be considerably different)

We Care for Your Safety



This business has received an

A+

Safety evaluation from Whatcom County
COVID-19 safe workplaces team

