

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

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



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

WHATCOM COUNTY COUNCIL

COMBINED AGENDA PACKET FOR JUNE 16, 2020

**INCLUDES INFORMATION
FOR THE FOLLOWING MEETINGS:**

NATURAL RESOURCES COMMITTEE (9:30 A.M.)

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE (9:55 A.M.)

PUBLIC WORKS AND HEALTH COMMITTEE (1:15 P.M.)

COMMITTEE OF THE WHOLE (2:25 P.M.)

COUNCIL (6 P.M.)

PARTICIPATE IN VIRTUAL COUNCIL MEETINGS

THE COUNCIL IS CURRENTLY HOLDING ALL MEETINGS REMOTELY

**VIEW MEETING SCHEDULES, AGENDAS, MINUTES, VIDEOS, AND ARCHIVES AT
WWW.WHATCOM.LEGISTAR.COM**

**FOR INSTRUCTIONS ON HOW TO WATCH OR PARTICIPATE IN COMMITTEE AND
COUNCIL MEETINGS, PLEASE VISIT
WWW.WHATCOMCOUNTY.US/JOINVIRTUALCOUNCIL
OR CONTACT THE COUNCIL OFFICE AT 360.778.5010**

NEXT MEETING:

**JUNE 23, 2020
10:30 A.M. - WATER WORK SESSION
VIRTUAL MEETING - VIEW ONLINE**

COMMITTEE AGENDAS

NATURAL RESOURCES COMMITTEE

9:30 a.m. Tuesday, June 16, 2020

Virtual Meeting – Ends No Later Than 9:45 a.m.

Call To Order

Roll Call

Announcements

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

Committee Discussion and Recommendation to Council

1. AB2020-091 Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts
Pages 1 - 5

Other Business

Adjournment

FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE

9:55 a.m. Tuesday, June 16, 2020

Virtual Meeting – Ends No Later Than 12:30 p.m.

Call To Order

Roll Call

Announcements

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County Executive's Report

Committee Discussion and Recommendation to Council

1. AB2020-093 Ordinance amending Whatcom County Code 1.32, Public Records, to delete provisions related to exhaustion of administrative remedies
Pages 6 - 11
2. AB2020-164 Ordinance closing the Lighthouse Marine Park Improvement Fund 362
Pages 12 - 13
3. AB2020-214 Ordinance suspending Whatcom County Code 1.28 to update the Correctional Facilities Operational Standards
Pages 14 - 19

4. AB2020-224 Ordinance amending the 2020 Whatcom County Budget, request no. 13, in the amount of \$13,153,598
Pages 20 - 33
5. AB2020-226 Ordinance amending the project budget for the Northshore Drive/Edgewater Lane Stormwater Improvements Fund, request no. 1
Pages 34 - 40
6. AB2020-208 Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for South Fork Park trail development
Pages 41 - 64
7. AB2020-209 Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for development of Birch Bay Beach Park
Pages 65 - 85

Council "Consent Agenda" Items

1. AB2020-167 Request authorization for the County Executive to amend a contract between Whatcom County and U.S. Department of Agriculture, Forest Services Baker Lake overtime patrols modifying the Annual Operating Plan in the amount of \$21,900.00 for 2020 with estimated period beginning May 1, 2020 and ending September 30, 2020 and updates to the contact information for Whatcom County
Pages 86 - 100
2. AB2020-182 Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections to provide commercial waste reduction, recycling, and food waste recovery initiatives, in the amount of \$95,000
Pages 101 - 122
3. AB2020-183 Request authorization for the County Executive to enter into a contract between Whatcom County and Pioneer Human Services to lease the Whatcom County Behavioral Health Crisis Triage Center, in an annual amount of \$10,056
Pages 123 - 133
4. AB2020-225 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Action Cleaning Services to provide custodial service for outside buildings
Pages 134 - 140
5. AB2020-228 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Kulshan Supported Employment to provide services to adults with developmental disabilities in the estimated annual amount of \$1,066,912 for an estimated total amended contract amount of \$4,533,257
Pages 141 - 148
6. AB2020-229 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington Vocational Services to provide services to adults with developmental disabilities in the estimated annual amount of \$258,093 for an estimated total amended contract amount of \$449,318
Pages 149 - 156
7. AB2020-230 Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Work Opportunities to provide services to adults with developmental disabilities in the estimated annual amount of \$672,138 for an estimated total amended contract amount of \$2,236,299
Pages 157 - 164

8. AB2020-239 Request authorization for the County Executive to enter into a contract between Whatcom County and Siemens Industry, Inc. for the Technical Support HVAC Controls Service Agreement, in the amount of \$171,837.96
Pages 165 - 177
9. AB2020-241 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Dept. of Transportation to obligate additional federal construction funds for the Birch Bay Drive and Pedestrian Facility, in the amount of \$377,787
Pages 178 - 187
10. AB2020-242 Request authorization for the County Executive to enter into a contract between Whatcom County and the Boys and Girls Club of Whatcom County to support operational costs attributed to the addition of 532 childcare slots, in the amount of \$100,000
Pages 188 - 200
11. AB2020-243 Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to receive FEMA Public Assistance funding for COVID-19 response, with the amount to be based on eligible scopes of work
Pages 201 - 224
12. AB2020-245 Request authorization for the County Executive to enter into a contract between Whatcom County and RMC Architects PLLC to provide a feasibility study for the Northwest Annex site, in the amount of \$98,950
Pages 225 - 275

Other Business

Adjournment

PUBLIC WORKS AND HEALTH COMMITTEE

1:15 p.m. Tuesday, June 16, 2020

Virtual Meeting – Ends No Later Than 2:15 p.m.

Call To Order

Roll Call

Announcements

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Committee Discussion

1. AB2020-251 Discussion regarding bicycles/pedestrians safety on Marine Drive
Page 276

Committee Discussion and Recommendation to Council

1. AB2020-184 Consideration of citizen appeals of address change due to correction of address number sequence
Pages 277 - 289

Other Business

Adjournment

COMMITTEE OF THE WHOLE
2:25 p.m. Tuesday, June 16, 2020
Virtual Meeting – Ends No Later Than 4:30 p.m.

Call To Order

Roll Call

Announcements

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Special Presentation

1. AB2020-247 Presentation on impacts of COVID-19 from childcare business owners
Page 290

Committee Discussion

1. AB2020-219 Discussion and update on strategies and other items related to COVID-19
Council and Health Board
Page 291
2. AB2020-234 Discussion regarding goals, guidelines, and approach to updating current and future budgets
Pages 292 - 298

Committee Discussion and Recommendation to Council

1. AB2020-252 Resolution inviting other local jurisdictions to collaborate to improve efficiency for the benefit of our taxpayers
Pages 299 - 300

Other Business

Adjournment

COUNCIL AGENDA

REGULAR COUNCIL MEETING
6:00 p.m. Tuesday, June 16, 2020
Virtual Meeting

CALL TO ORDER

ROLL CALL

FLAG SALUTE

ANNOUNCEMENTS

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MINUTES CONSENT

1. MIN2020-037 Special Health Board for March 3, 2020
Pages 301 - 305
2. MIN2020-039 Regular County Council for March 10, 2020
Pages 306 - 316
3. MIN2020-040 Committee of the Whole - Executive Session for March 10, 2020
Pages 317 - 320
4. MIN2020-041 Special Health Board for March 10, 2020
Pages 321 - 326
5. MIN2020-042 Special Health Board for March 12, 2020
Pages 327 - 340
6. MIN2020-043 Special Council for March 17, 2020
Pages 341 - 346
7. MIN2020-044 Special Health Board for March 17, 2020
Pages 347 - 354
8. MIN2020-045 Special Health Board for March 19, 2020
Pages 355 - 361
9. MIN2020-046 Special Council for March 19, 2020
Pages 362 - 367
10. MIN2020-047 Regular County Council for March 24, 2020
Pages 368 - 381

OPEN SESSION (20 MINUTES)

To participate, see instructions at www.whatcomcounty.us/joinvirtualcouncil or contact the Council Office at 360.778.5010.

CONSENT AGENDA

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

(From Council Finance and Administrative Services Committee)

1. AB2020-167 Request authorization for the County Executive to amend a contract between Whatcom County and U.S. Department of Agriculture, Forest Services Baker Lake overtime patrols modifying the Annual Operating Plan in the amount of \$21,900.00 for 2020 with estimated period beginning May 1, 2020 and ending September 30, 2020 and updates to the contact information for Whatcom County
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Pages 225 - 275

OTHER ITEMS

(From Council Natural Resources Committee)

1. AB2020-091 Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts
Pages 1 - 5

(From Council Finance and Administrative Services Committee)

2. AB2020-093 Ordinance amending Whatcom County Code 1.32, Public Records, to delete provisions related to exhaustion of administrative remedies
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Pages 65 - 85

(From Council Public Works and Health Committee)

9. AB2020-184 Consideration of citizen appeals of address change due to correction of address number sequence
Pages 277 - 289

(From Council Committee of the Whole)

10. AB2020-252 Resolution inviting other local jurisdictions to collaborate to improve efficiency for the benefit of our taxpayers
Pages 299 - 300

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

1. AB2020-129 Requests confirmation of the County Executive's appointment of Steven Groen to the Agricultural Advisory Committee
Pages 382 - 386
2. AB2020-130 Requesting confirmation of the County Executive's appointment of Todd Tyrrell to the Whatcom County Appeals Board
Pages 387 - 389
3. AB2020-135 Requesting confirmation of the County Executive's appointment of David Charleston to the Developmental Disabilities Advisory Board
Pages 390 - 392
4. AB2020-136 Requesting confirmation of the County Executive's appointment of John Radwanski to the Americans With Disabilities Act (ADA) Compliance Committee
Pages 393 - 395

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. AB2020-138 Receipt of application for the Homeless Strategies Workgroup, Homeless Children and Families position, applicant(s): Joel Kennedy (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)
Pages 396 - 399
2. AB2020-248 Receipt of application for the Noxious Weed Board, District 3, applicant(s): George Kaas (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)
Pages 400 - 401
3. AB2020-249 Receipt of application for the Drainage District 3, commissioner position 3, applicant(s): Paul Sangha (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)
Pages 402 - 405
4. AB2020-250 Receipt of application for the Homeless Strategies Workgroup, Schools position, applicant(s): Lisa Marx (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)
Pages 406 - 411

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCIL MEMBER UPDATES

ADJOURN



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-091

File ID:	AB2020-091	Version:	1	Status:	Introduced
File Created:	02/14/2020	Entered by:	RKlein@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Ordinance		
Assigned to:	Council Natural Resources Committee			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
03/10/2020	Council	INTRODUCED	Council Natural Resources Committee

Attachments: Staff Memo, Proposed Ordinance

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**






NATURAL RESOURCES

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

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director 

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

DATE: February 13, 2020

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

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

Requested Action

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

Background and Purpose

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

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

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

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

Encl.

ORDINANCE NO. 2020-

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

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

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

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

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

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

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

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

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

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

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

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

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

40 ADOPTED this ____ day of _____, 2020.

41
42
43 ATTEST:
44
45

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

46 _____
47 Clerk of the Council
48
49

Barry Buchanan, Council Chair

50 APPROVED AS TO FORM:

() Approved () Denied

51
52 
53 _____
54 Christopher Quinn
55 Senior Prosecuting Attorney- Civil Division
56

Satpal Singh Sidhu
County Executive

EXHIBIT A

Chapter 16.20

WHATCOM COUNTY SHELLFISH PROTECTION DISTRICTS

16.20.065 Advisory groups.

- A. **16.20.065 Advisory groups.** The advisory committees shall comply with the requirements of Whatcom County Code (WCC) 2.03, Boards and Commissions unless otherwise specified for under WCC, Chapter 16.20.
- B. The board of supervisors shall appoint advisory committees of not more than 11 members to advise on the overall operations of the Drayton Harbor and Portage Bay Shellfish Protection Districts. Two positions on each of the advisory committees will be available for tribal representation. In establishing district advisory committees, all members shall have a direct interest in the district. (Ord. 2014-058, Ord. 2012-055, Ord. 2010-046; Ord. 2009-042 Att. C; Ord. 2008-055 Exh. A; Ord. 2007-003 Exh. A; Ord. 2004-061; Ord. 2002-069; Ord. 98-019 Att. C; Ord. 95-036).
- C. The Birch Bay Shellfish Protection District Advisory Committee will be dissolved and shellfish protection advisory duties will be assigned to the Birch Bay Water and Aquatic Resource Management (BBWARM) District Advisory Committee, an existing advisory committee that provides recommendations on projects and programs to protect water quality in the Birch Bay watershed.
- D. Member terms will be four years, unless otherwise required by the Revised Code of Washington (RCW). Council may waive the term limit requirements of WCC 2.03 as it applies to this Chapter.
- ~~D.~~E. Each advisory committee shall dissolve when its related district dissolves per WCC 16.20.050.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-093

File ID:	AB2020-093	Version:	1	Status:	Introduced
File Created:	02/18/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

HISTORY OF LEGISLATIVE FILE

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

Attachments: Ordinance for 3.10.2020 Intro.

ORDINANCE NO. _____

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

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

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

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

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

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Civil Deputy Prosecutor

Satpal Sidhu,
County Executive

() Approved () Denied

Date Signed: _____

1 EXHIBIT A

2 Chapter 1.32
3 PUBLIC RECORDS

4 Sections:

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

15 1.32.010 Purpose.

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

18 1.32.020 Construction.

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

22 1.32.030 Disclosure of public records required.

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

26 1.32.040 Public records officer.

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

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

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

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

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

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

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

1.32.050 Public records request.

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

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

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

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

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

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

1.32.060 Lists of individuals.

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

1 A. That he/she is not requesting the list for commercial purposes; or

2 B. That he/she is specifically authorized or directed by law to obtain the list of individuals for commercial
3 purposes, and that identifies such law. (Ord. 2018-034 Exh. A).

4 1.32.070 Review of denial and exhaustion of administrative remedies.

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

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

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

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

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

21 1.32.080 Charges for records.

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

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

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

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

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

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

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

[1.32.090 Exemptions.](#)

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

[1.32.100 Index of public records.](#)

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

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

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



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-164

File ID:	AB2020-164	Version:	1	Status:	Introduced
File Created:	03/24/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance closing the Lighthouse Marine Park Improvement Fund 362

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests closing of the 2015 Lighthouse Marine Park Improvement Fund 362 and remaining funds be returned to the Real Estate Excise Tax II Fund.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
04/07/2020	Council	INTRODUCED	Council

Attachments: Proposed Ordinance

PROPOSED BY: Executive
INTRODUCTION DATE: 04/07/20

ORDINANCE NO. _____

CLOSING LIGHTHOUSE MARINE PARK IMPROVEMENT FUND 362

WHEREAS, on November 25, 2014 Ordinance 2014-078 created 2015 Lighthouse Marine Park Improvement Fund 362 and established a project based budget for this capital project; and

WHEREAS, Real Estate Excise Tax II (REET II) Fund contributed \$328,500 towards the project; and

WHEREAS, the project has now been completed; and

WHEREAS, the project fund is no longer needed, and

WHEREAS, the current cash balance in the project fund is \$721; and

WHEREAS, remaining cash in the fund should be returned to the REET II Fund;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2015 Lighthouse Marine Park Improvement Fund 362 be dissolved and its remaining cash balance returned to the REET II Fund.

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

() Approved () Denied



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: AB2020-214

File ID:	AB2020-214	Version:	1	Status:	Introduced
File Created:	05/07/2020	Entered by:	BWaldron@co.whatcom.wa.us		
Department:	Prosecuting Attorney's Office	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance suspending Whatcom County Code 1.28 to update the Correctional Facilities Operational Standards

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Whatcom County Code (WCC) section 1.28 creates the standards for Whatcom County Correctional Facilities. These standards were suspended by the Council for 12 months effective July 8, 2019, pursuant to Ordinance 2019-047. Due to the unforeseen circumstances surrounding COVID-19, the Whatcom County Sheriff's Office has been unable to complete the update to the Correctional Standards. Continued suspension of WCC section 1.28 would provide the Whatcom County Sheriff's Office additional time to complete these standards.

Whatcom County Council will have a public hearing, consider adopting, and may amend the following at its June 2, 2020 meeting, or at a later date: ORDINANCE SUSPENDING WHATCOM COUNTY CODE 1.28 TO UPDATE THE CORRECTIONAL FACILITIES OPERATIONAL STANDARDS (AB2020-214): This Ordinance temporarily suspends Whatcom County Code (WCC) section 1.28 in its entirety for up to 12 months beginning July 8, 2020, and temporarily adopts in its place the Whatcom County Sheriff's Office correctional facilities operational standards as collectively established through various documents, including but not limited to, written general policies, corrections bureau operational policies and procedures, medical policies and procedures, the Sheriff's Office Rules and Regulations Manual, and the Uniform Building Code.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/02/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Staff Memo, Proposed Ordinance


**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



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

MEMORANDUM

TO: Whatcom County Council
FROM: Sheriff Bill Elfo 
DATE: May 6, 2020
RE: Replacement of Ordinance 2019-047 to extend temporary

On June 18, 2019, the Whatcom County Council passed Ordinance 2019-047 which:

- 1) Suspended Whatcom County Code 1.28 for up to 12 months
- 2) Directed that the Whatcom County Sheriff's Office Correctional Standards instead be temporarily collectively established through a number of different documents, including, but not limited to written general policies, Corrections bureau operational policies and procedures, the Sheriff's Office Rules and Regulation Manual and the Uniform Building Code.

As part of the discussions that took place on this proposal, the following actions were agreed to:

- The Sheriff's Office would review and update Corrections Policies.
- Corrections Policies would be placed on the County web site for easy access by the public and a system put into place so that policies would be updated regularly.
- Upon completion of these steps, the County Council would revisit this matter for final resolution, including input from the Whatcom County Law and Justice Council.

After a careful evaluation of options available to update the Corrections policies, it was determined that the Sheriff's office would contract with Lexipol, a nationally recognized company that specializes in policy manual development and risk management. Lexipol offers a comprehensive set of legally defensible policies that are continually reviewed and updated by public safety professionals, attorneys and subject matter experts based on best practices and legislative changes. Due to the emphasis on risk management, the WA Counties Risk Pool will reimburse the County for a portion of the annual cost once new policies are instituted. The Sheriff's Office obtained funding approval to begin in January 2020. Shortly after, the Corrections and Law Enforcement teams began the review/rewrite policies. Teams were meeting twice weekly and making progress on the project.

The COVID pandemic became a reality for Whatcom County and Washington State beginning in late February of this year. As Council is aware, Emergency Management is one of the responsibilities of the Sheriff's Office. As the COVID crisis rapidly evolved and with the activation of the Emergency Coordination Center, the focus shifted to staffing the Whatcom Unified Command and supporting efforts to minimize the impacts of COVID in

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



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

the community. The staff member tasked with management of the project was reassigned to Whatcom Unified Command for the past two months. This has resulted in policy development and updates being put on hold. The timeline for demobilization of the response to COVID-19 is unknown.

In addition, as part of the process outlined by the Ordinance, the Law and Justice Council and the County Council will have the opportunity to provide feedback to the Sheriff's Office, once the revisions/development are completed. While the Council is meeting remotely, the Law and Justice Council is on hiatus for an as yet unknown period of time while our community works through the issues related to the COVID pandemic.

Due to the delay in progress caused by the COVID pandemic and the rapidly approaching Biennial Budget process, we are requesting that the Whatcom County Council extend the temporary suspension of WCC (Whatcom County Code) 1.28 for up to twelve (12) months beginning July 8, 2020. The extension would allow for the necessary time and resources to complete an in-depth review/revision/development process for the Corrections policies. It also provides adequate time to work with the Law and Justice Committee and County Council to review and address any comments or concerns prior to the updated manual being posted and available for online access.

SPONSORED BY: _____
PROPOSED BY: Prosecutor's Office
INTRODUCTION DATE: _____

ORDINANCE NO. 2020-_____

SUSPENDING WHATCOM COUNTY CODE 1.28 TO UPDATE THE CORRECTIONAL
FACILITIES OPERATIONAL STANDARDS

WHEREAS, in 1977, chapter 70.48 RCW, the City and County Jails Act, was initially adopted; and

WHEREAS, in 1979, the Washington State Correctional Facilities Standards were developed by the Corrections Standards Board and codified in Title 289 of the Washington Administrative Code (WAC) as a guide to counties and cities to satisfy the mandates under the Act; and

WHEREAS, in 1987, a new section, RCW 70.48.071, was added to chapter 70.48 RCW that specifically mandated that “units of local government that own or operate adult correctional facilities shall, individually or collectively, adopt standards for the operation of those facilities no later than January 1, 1988...”; and

WHEREAS, to comply with RCW 70.48.071, the Whatcom County Council adopted the standards in Title 289 WAC by enacting Ordinance No. 87-85 in December 1987, later codified as Whatcom County Code (WCC) 1.28 - *Standards for Correctional Facilities*; and

WHEREAS, in 2006, Title 289 WAC was decodified without replacement as it was obsolete and the Corrections Standards Board ceased to exist; and

WHEREAS, the identical standards in WCC 1.28 are likewise obsolete; and

WHEREAS, RCW 70.48.071 authorizes the County to establish operational standards for its own correctional facilities in either its code, through the correctional facilities department policies and standards, or a combination thereof; and

WHEREAS, the Whatcom County Sheriff's Office correctional facility operational standards are collectively established through various documents, including, but not limited to, written general policies, corrections bureau operational policies and procedures, medical policies and procedures, the Sheriff's Office Rules and Regulations Manual, and the Uniform Building Code; and

WHEREAS, the Whatcom County Council temporarily suspended WCC 1.28 for up to twelve months on July 8, 2019; and

WHEREAS, the COVID-19 pandemic has resulted in drastic disruption of Whatcom County Sheriff's Office operations; and

WHEREAS, an additional twelve month suspension of WCC 1.28 would allow the Whatcom County Sheriff's Office to complete the review and revision creation process for Corrections policies, and to coordinate with the Law and Justice Committee and Whatcom

County Council to address and concerns, questions, or suggestions, and to provide Whatcom County Information Technology appropriate time to publish the final standards on the Whatcom County website; and

WHEREAS, the Whatcom County Council deems it necessary to extend the suspension of WCC 1.28 for up to an additional twelve (12) months to provide adequate time for the Law and Justice Committee and the County Council to review the correctional facilities operational standards and proposals.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that WCC 1.28 is hereby suspended in its entirety for up to an additional twelve months, and that the Whatcom County Sheriff's Office correctional facility operational standards, as described above, continue to be temporarily adopted in place of WCC 1.28.

BE IT FINALLY ORDAINED that the following notation shall be included in the County Code in place of WCC 1.28:

Whatcom County Code Chapter 1.28 is temporarily suspended for up to twelve months, beginning July 8, 2020. The Whatcom County Sheriff's Office correctional facility standards, as collectively established through various documents, including, but not limited to, written general policies, corrections bureau operational policies and procedures, the Sheriff's Office Rules and Regulations Manual, and the Uniform Building Code, are temporarily adopted in its place.

ADOPTED THIS _____ DAY OF _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Council Chair

APPROVED AS TO FORM

APPROVED () DENIED ()

Deputy Prosecuting Attorney

Satpal Sidhu, County Executive



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-224

File ID:	AB2020-224	Version:	1	Status:	Introduced
File Created:	05/20/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the 2020 Whatcom County Budget, request no. 13, in the amount of \$13,153,598

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Supplemental #13 requests funding from the General Fund:

1. To appropriate \$32,000 in Health to fund COVID-19 flex funding from substance abuse block grant proceeds.

From the Election Reserve Fund:

2. To appropriate \$286,098 to fund ballot sorter equipment from CARES Act grant.

From the Behavioral Health Programs Fund:

3. To appropriate \$64,000 to fund increase in GRACE project funding from ACH grant.

From the COVID-19 Emergency Response Fund:

4. To appropriate \$12,391,500 to fund COVID-19 community response programs from CARES Act grant.

From the Real Estate Excise Tax II Fund:

5. To appropriate \$380,000 to fund transfer in support of construction phase of Northshore/Edgewater Stormwater Improvement Project.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/02/2020	Council	INTRODUCED AS AMENDED	Council Finance and Administrative Services Committee

Attachments: Proposed Ordinance, Requests as introduced 6.2.2020, Supplemental Summary

**ORDINANCE NO.
AMENDMENT NO. 13 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			
Health	32,000	(32,000)	-
Total General Fund	32,000	(32,000)	-
Election Reserve Fund	286,098	(286,098)	-
Behavioral Health Programs Fund	64,000	(64,000)	-
COVID-19 Emergency Response Fund	12,391,500	(12,391,500)	-
Real Estate Excise Tax II Fund	380,000	-	380,000
Total Supplemental	13,153,598	(12,773,598)	380,000

ADOPTED this ____ day of _____, 2020.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of Council

APPROVED AS TO FORM:

() Approved () Denied

Approved by email/C Quinn/M Caldwell
Civil Deputy Prosecutor

Satpal Sidhu, County Executive

Date: _____

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3065

Fund 1

Cost Center 675500

Originator: Kathleen Ry

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: SABG Covid-19 Flex Funding (NSBHASO)

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.9959	DASA Prevention	(\$32,000)
	6610	Contractual Services	\$32,000
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority of new Substance Abuse Block Grant (SABG) funding to support local partners providing support services during the Covid-19 disease outbreak. This funding will be used to increase services and assistance through contracted community partners.

1b. Primary customers:

SABG COVID Flex Funds are designed to be used to support Whatcom County residents who are currently experiencing substance use disorder or are at risk of experiencing substance use disorder and who are in need of assistance to prevent the transmission of the COVID-19 virus.

2. Problem to be solved:

The COVID pandemic has created significant challenges for everyone, but especially for vulnerable individuals struggling with substance use disorder and other behavioral health issues. Lack of housing, resources, and access to support create an increased risk to this population for COVID virus exposure and infection. Increased risk of COVID exposure of this vulnerable population subsequently increases the risk of COVID transmission to others in the community.

3a. Options / Advantages:

SABG Flex Funds will be utilized to provide essential hygiene items, personal protective equipment, support and assistance for individuals in the Isolation and Quarantine facility and for those who are currently experiencing homelessness and have an increased risk of COVID exposure. The funds will also be used to provide rental assistance for individuals.

3b. Cost savings:

Utilization of SABG Flex Funds will reduce the need to use local county funds to address public health issues.

4a. Outcomes:

Outcomes include a reduced risk of COVID infection through PPE use and hygiene product use in addition to increased safety for individuals housed who are experiencing homelessness. Reduction of exposure risk for the recipients receiving assistance in turn reduces the transmission risk to the greater community.

4b. Measures:

Measures will include the number of individuals served as well as maximum use of this additional SABG funding award.

5a. Other Departments/Agencies:

n/a

Tuesday, May 12, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3065

Fund 1

Cost Center 675500

Originator: Kathleen Ry

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

n/a

6. Funding Source:

Substance Abuse Block Grant (SABG) originates federally, via Substance Abuse and Mental Health Services Administration (SAMHSA). This funding is passed through North Sound Behavioral Health Administrative Support Organization BH/ASO to Whatcom County.

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3063

Fund 1

Cost Center 10925

Originator: Diana Bradrick

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

Name of Request: CARES Grant-Ballot Sorter

X

Diana Bradrick by Stacy Hertha

5/19/2020

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4333.9041	HAVA Election Security	(\$286,098)
	7410	Equipment-Capital Outlay	\$286,098
	Request Total		\$0

1a. Description of request:

We have received a CARES Grant with the purpose to provide the County with federal funds and a state matching share of funds as authorized under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the CARES Act, 2020 (Public Law 116-136), for the purpose of preventing, preparing for, and responding to coronavirus, domestically or internationally, for the 2020 Federal elections cycle. We propose expending this grant on an improved ballot sorting system.

1b. Primary customers:

The Voters and staff working in elections.

2. Problem to be solved:

November 3, 2020 is a Federal Election - the largest in a four year election cycle. As a result we use more election workers, and receive more ballots, almost twice what we receive in some General elections. This requires handling potentially contaminated mail-in ballots sometimes in close proximity. The grant provides funding to mitigate risks by providing equipment to allow for social distancing and/or reduce the need to handle ballots. This money needs to be expended for use prior to the November election. It is imperative we do everything we can to protect the health and safety of the election workers. It is our intent to acquire an improved ballot sorter that operates more quickly than our current system and eliminates the need to slice envelopes as a separate step and manually remove challenged ballots from ballot groups.

3a. Options / Advantages:

There are no other options.

3b. Cost savings:

None.

4a. Outcomes:

The procurement and implementation of a new ballot sorter for use by the November 3, 2020 election.

4b. Measures:

The system is in place and operating.

5a. Other Departments/Agencies:

The installation will need to be done in coordination with the county IT department and integrated with the State VoteWA voter registration/EIMS system.

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

Perry Rice will help coordinate the initial installation, Stuart Holms at the Secretary of State's office will ensure integration with VoteWA

Tuesday, May 19, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Auditor

Suppl ID # 3063

Fund 1

Cost Center 10925

Originator: Diana Bradrick

6. Funding Source:

CARES Grant.

Tuesday, May 19, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3064

Fund 124

Cost Center 124118

Originator: Kathleen Roy

Year 2 2020

Add'l FTE ☐

Priority 1

Name of Request: NS ACH Funding for GRACE during Covid-19

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	4332.9330	Medicaid Transformation	(\$64,000)
	6610	Contractual Services	\$54,761
	8351	Operating Transfer Out	\$9,239
	Request Total		\$0

1a. Description of request:

We are requesting expenditure authority to utilize additional funding from the North Sound Accountable Community of Health(ACH) to provide support for vulnerable populations who are impacted by the COVID-19 outbreak. This support will be provided through the GRACE (Ground-level Response and Coordinated Engagement) program.

1b. Primary customers:

Whatcom County residents who frequently use emergency systems ineffectively, to include additional residents who have been impacted by COVID-19

2. Problem to be solved:

The GRACE program continues to provide intensive case management and medical services to 80 members, but has had to modify their service delivery model in order to minimize the transmission of COVID-19. Outreach and engagement activities require innovative virtual strategies. The ability for GRACE to bill and receive reimbursement from Medicaid/Medicare for medical services has been compromised. Additionally, GRACE has had to provide medical consultation services to agencies dealing with the impacts of COVID-19, but are not receiving reimbursement for some of these services.

3a. Options / Advantages:

The ability to utilize additional funding from the ACH will minimize financial losses to the GRACE program.

3b. Cost savings:

Use of funding from the ACH will reduce the financial burden on county funds.

4a. Outcomes:

GRACE will continue to provide all services without the need to reduce staff.

4b. Measures:

Current contract performance measures will be met, which include regular contact with and support to GRACE members, and medical consultation to the Drop-in Center and COVID Isolation and Quarantine Facility No. 1.

5a. Other Departments/Agencies:

n/a

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

n/a

6. Funding Source:

Tuesday, May 12, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Health

Human Services

Suppl ID # 3064 Fund 124 Cost Center 124118 Originator: Kathleen Roy

North Sound Accountable Community of Health

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3066

Fund 134

Cost Center

Originator: Tawni Helms

Year 1 2019

Add'l FTE ☐

Priority 1

Name of Request: CARES Act Funding

X

Department Head Signature (Required on Hard Copy Submission)

Date

6/2/2020

Costs:	Object	Object Description	Amount Requested
	4333.8350	Disaster Assistance	(\$12,391,500)
	6610	Contractual Services	\$12,391,500
	Request Total		\$0

1a. Description of request:

Whatcom County is expecting to receive \$12,391,500 dollars from the Federal Coronavirus Aid, Relief, and Economic Security Act (CARES). These funds will be processed through the State Department of Commerce (Commerce). Commerce will be distributing award letters as soon as this week which will include information on the funding process and guidelines.

The Whatcom County COVID-19 CARES Actd Relief funding is suggested as follows:

Public Health Emergency Reponse (40%) Health Dept. Response, WUC efforts, Testing, PPEs, etc.	\$4,956,500
Economic & Business Response (15%) Business Recovery, Child Care, Agriculture, Restaurant and Service Oriented	\$1,858,725
Food, Housing & Human Services (15%) Food and Housing Security, Homeless Shelter	\$1,858,725
Essential Government Services (15%) County Operations impacted	\$1,858,725
Reserves (15%)	\$1,858,725

1b. Primary customers:

Whatcom County Government and Whatcom County taxpayers.

2. Problem to be solved:

The COVID-19 pandemic has had a global impact. The County's response has come at a cost and Federal funding is now available to help mitigate some of the financial impacts.

Deployment of these limited funds requires comprehensive collaboration throughout the community. The County is working with the cities on the development of coordinated and focused priorities and local guidelines to ensure funds are targeted and results are measurable. This shows the importance of coordinating our efforts as best we can throughout the County.

3a. Options / Advantages:

Whatcom County in collaboration with the cities is implementing a focused plan to get these grant dollars out to help operate in a COVID safe environment.

Non-Departmental

Suppl ID # 3066

Fund 134

Cost Center

Originator: Tawni Helms

3b. Cost savings:

These dollars will help to mitigate the overall impact to the County General Fund due to the COVID-19 response.

4a. Outcomes:

Initial discussions have been focused on the following preliminary framework;

- 1.Public Health Emergency Response: Assist our community with the costs associated with the Public Health response: including PPE, testing solutions and employee expenses for those substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 2.Economic and Business Response: Work with the Regional Economic Partnership, to provide our local businesses with economic support to reimburse the cost of business interruption and to focus efforts on business recovery and operate in a safe manner as businesses open back up.
- 3.Food, Housing and Human Services Respons: Provide economic support for continued food delivery, housing security and care for the vulnerable homeless individuals to enable compliance with COVID-19 public health precautions
- 4.Essential Government Service: Cover COVID-19 related expenses reasonably necessary to the function of essential government operations

4b. Measures:

Resources will be made available to keep Whatcom County Safe and Working.

5a. Other Departments/Agencies:**5b. Name the person in charge of implementation and what they are responsible for:****6. Funding Source:**

Federal CARES Act Funding

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3061

Fund 324

Cost Center 32400

Originator: Kraig Olason

Expenditure Type: One-Time

Year 2 2020

Add'l FTE ☐

Add'l Space ☐

Priority 1

Name of Request: Northshore Drive/Edgewater SW Imp Construction Trf

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	8351.123	Operating Transfer Out	\$380,000
	Request Total		\$380,000

1a. Description of request:

This supplemental is a companion to Suppl ID 3060 to fund Northshore Dr/Edgewater stormwater improvements construction phase.

This project will install a new water quality treatment facility along Northshore Drive in Whatcom County for the purpose of providing phosphorus and total suspended solids (TSS) removal from stormwater runoff prior to the runoff entering Lake Whatcom. In addition to the new treatment facility, a bypass pipe system will be installed to intercept runoff generated by a tributary area characterized by native forest and pasture. These areas are not pollution-generating surfaces and the runoff generated by them does not require treatment unless it mixes with polluted water. By intercepting and bypassing this runoff, the size of the treatment facility is minimized while maintaining a high level of phosphorus removal.

The project area falls within the Academy Creek basin of the Lake Whatcom watershed, located between the intersections of Northshore Drive and Edgewater Lane and Northshore Road and Edgewater Lane along the northeastern shore of Lake Whatcom.

This project is included in the adopted 2020-2025 Six Year Water Resource Improvement Plan adopted by Whatcom County Council.

1b. Primary customers:

Primary customers include all individuals and businesses that rely on Lake Whatcom for their drinking water (100,000 people), as well as environment at large.

2. Problem to be solved:

Lake Whatcom is currently under a TMDL permit as a result of poor water quality and the impacts of algal blooms on public health and other beneficial uses of the lake. The TMDL mandates that Whatcom County and the City of Bellingham develop and implement programs to reduce impacts of phosphorus to the lake. The installation of this project is one of the measures included in the county's listed activities focusing on improving the lake's water quality.

3a. Options / Advantages:

While the project site was originally identified in the Lake Whatcom Comprehensive Plan (CH2M Hill, 2008): Stormwater Program Update as a Media Filter Drain (MFD) treatment facility, the conceptual phase of this project found that high groundwater conditions in the area precluded the use of MFDs. Additional treatment systems were considered in a Technical Memorandum prepared during the conceptual phase of this project (Tetra Tech, 2020), and Contech StormFilter Cartridges with Phosphosorb Media were ultimately selected due to their ability to function with minimal hydraulic drop, ability to enter a bypass mode even when in a backwater condition, and existing use in other locations around Whatcom County.

Thursday, May 07, 2020

Rpt: Rpt Suppl Regular

Supplemental Budget Request

Status: Pending

Non-Departmental

Suppl ID # 3061

Fund 324

Cost Center 32400

Originator: Kraig Olason

3b. Cost savings:

Actual cost savings are difficult to quantify from this project. Efforts to improve water quality in the lake are required by the TMDL permit. Failure to implement the adopted program elements included in the TMDL response could result in fines. The costs of installing the proposed system is offset by the potential to treat an entire subdivision with one treatment facility as opposed to several smaller systems. The costs and convenience of constructing and maintaining one modular wetland rather than several smaller modular wetlands will prove cost effective.

4a. Outcomes:

This project is intended to reduce phosphorus leaving the developed properties within the Lakewood Subdivision. Conservative estimates indicate that phosphorus should be reduced by over 50%. In many cases this reduction could be as much as +60%.

4b. Measures:

The designed system will be able to be monitored to determine the level of treatment being achieved. It is our goal to achieve over 50% phosphorus treatment of the runoff from the outlet pond.

5a. Other Departments/Agencies:

REET II (fund 324) will supply nearly 100% of funds for this project.

This project will require regular inspection, at least annually, and regular maintenance. Modular wetlands don't require cartridge replacements every year like cartridge vaults do, but will require modest regular maintenance and replacement of some or all of the treatment media eventually. Overall it is anticipated that modular wetlands will be less costly on an annual basis than typical cartridge vaults.

Public Works Maintenance and Operations Crew will be tasked with regular maintenance activities. The Stormwater Division will be providing frequent inspections.

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

Vernon Brown - Responsible for managing the NPDES crew which provides maintenance services of all stormwater facilities. Kraig Olason, Stormwater Program Manager, responsible to ensure all inspections are made timely.

6. Funding Source:

REET Fund Balance

WHATCOM COUNTY				
Summary of the 2020 Supplemental Budget Ordinance No. 13				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Health	To fund Covid-19 flex funding from substance abuse block grant proceeds	32,000	(32,000)	-
Total General Fund		32,000	(32,000)	-
Election Reserve Fund	To fund ballot sorter equipment from CARES Act grant	286,098	(286,098)	-
Behavioral Health Programs Fund	To increase GRACE Project funding from ACH grant	64,000	(64,000)	-
COVID-19 Emergency Response Fund	To fund COVID-19 community response programs from CARES Act grant	12,391,500	(12,391,500)	-
Real Estate Excise Tax II Fund	To fund transfer in support of construction phase of Northshore/Edgewater Stormwater Improvement Project	380,000	-	380,000
Total Supplemental		13,153,598	(12,773,598)	380,000



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-226

File ID:	AB2020-226	Version:	1	Status:	Introduced
File Created:	05/20/2020	Entered by:	MCaldwel@co.whatcom.wa.us		
Department:	Finance Division	File Type:	Ordinance		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Ordinance amending the project budget for the Northshore Drive/Edgewater Lane Stormwater Improvements Fund, request no. 1

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Requests appropriation of \$380,000 to fund the construction phase of Northshore Drive/Edgewater Lane stormwater improvement project to be funded by a transfer from Real Estate Excise Tax II Fund.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/02/2020	Council	INTRODUCED	Council Finance and Administrative Services Committee

Attachments: Memo, Proposed Ordinance, Supporting Documentation - Budget Request



MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Kraig Olason, Stormwater Program Manager

DATE: May 13, 2020

RE: Supplemental Budget request #1 – Northshore/Edgewater Lane
Stormwater Improvements

Please find attached for approval a supplemental budget request from Public Works Stormwater for the Northshore/Edgewater Lane Stormwater Improvement project.

▪ **Background and Purpose**

This planned expenditure is part of the prioritized list of Capital Improvement Projects of Appendix 2: Total Maximum Daily Load (TMDL) Requirements of the 2019-2024 Western Washington Phase II Municipal Stormwater Permit and is listed as the highest priority Lake Whatcom capital project on the 2019-2024 Six Year Water Resources Improvement Plan for construction in 2020. As a Permittee, Whatcom County must implement permit requirements specific to the Lake Whatcom TMDL to improve water quality of the lake. This project has been identified as a specific action in attaining compliance with the TMDL. It will substantially reduce the discharge of phosphorus and other pollutants to Lake Whatcom. Runoff along North Shore Drive from a developed portion of the Academy Creek sub-basin will be collected and treated prior to discharge into Lake Whatcom.

The initial supplemental budget request did not include costs for construction of this project. Site analysis/project feasibility review has been conducted and surveys, final design and permits are all complete. The project is scheduled for construction this summer subject to approval of the requested construction funds.

▪ **Funding Amount and Source**

This request in the additional amount of \$380,000 will be funded by a transfer from the REET fund.

Please contact Kraig Olason at extension 6301 if you have any questions or concerns regarding the terms of this agreement,

Encl.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE PROJECT BUDGET FOR THE NORTHSORE
DRIVE/EDGEWATER LANE STORMWATER IMPROVEMENTS FUND, REQUEST
NO. 1**

WHEREAS, Ordinance 2018-056 established the project budget for stormwater improvements at Northshore Drive and Edgewater Lane in the Lake Whatcom Watershed, and

WHEREAS, this project is listed as item number 1 on the 2020-2025 Six-Year Water Resources Improvement Program for the Lake Whatcom Watershed, and

WHEREAS, the project will treat runoff from approximately 10 acres and includes system upgrades to improve water quality through construction of a filter vault by-passing runoff from predominately forested land around the treatment system, and

WHEREAS, the original request of \$220,000 was for the anticipated right-of-way, preliminary, and final design and survey costs, and

WHEREAS, preliminary and final design, surveying and permitting for the project has been completed, and

WHEREAS, funds for construction and construction related costs were not included in funds previously authorized to the project-based budget, and

WHEREAS, this budget request will supplement the original proposal by adding funding for project management, construction, construction oversight, staking, final as-built survey and record drawings necessary to complete the project, and

WHEREAS, these additional expenses will be funded by a transfer from Real Estate Excise Tax II funds,

1 **NOW, THEREFORE, BE IT ORDAINED** by the Whatcom County
2 Council that Ordinance No. 2018-056 is hereby amended to add \$380,000 of
3 expenditure authority, as described in Exhibit A, to the current project
4 budget of \$220,000, for a total amended project budget of \$600,000.
5

6
7 **ADOPTED** this _____ day of June, 2020.
8

9
10 ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

11
12 _____
13 Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Chair of the Council

14
15
16
17 APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

18
19
20 Approved by email/C Quinn/M Caldwell
21 Christopher Quinn
22 Senior Deputy Prosecuting
23 Attorney – Civil Division

Satpal Sidhu, County Executive

() Approved () Denied

24
25 Date Signed: _____
26
27
28

EXHIBIT A

Northshore Drive / Edgewater Lane Stormwater Improvements				
	Expenditures			
Account	Description	Current Project Budget	Amendment #1 to Ordinance	Total Amendment Project Budget
6110	Wages	12,000	41,700	53,700
6292	Applied Benefits	8,000	27,300	35,300
6630	Professional Services	176,300	(101,300)	75,000
6699	Other Services Interfund	22,500	18,300	40,800
7199	Other Misc. Interfund	1,200	4,000	5,200
7380	Other Improvements	-	390,000	390,000
TOTALS		220,000	380.000	600,000
	Revenues			
Account	Description	Current Project Budget	Amendment #1 to Ordinance	Total Amended Project Budget
	REET II	220,000	380,000	600,000

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3060

Fund 381

Cost Center 381100

Originator: Kraig Olason

Expenditure Type: One-Time

Year 1

2019

Add'l FTE ☐

Add'l Space ☐

Priority

1

Name of Request: SBR #2 Northshore/Edgewater SW Imp Constr Phase

X

Department Head Signature (Required on Hard Copy Submission)

Date

Costs:	Object	Object Description	Amount Requested
	7380	Other Improvements	\$380,000
	8301.324	Operating Transfer In	(\$380,000)
	Request Total		\$0

1a. Description of request:

This request is to fund the construction phase of the Northshore Drive/Edgewater stormwater improvement project. The design phase approved in 2018 has been completed.

This project will install a new water quality treatment facility along Northshore Drive in Whatcom County for the purpose of providing phosphorus and total suspended solids (TSS) removal from stormwater runoff prior to the runoff entering Lake Whatcom. In addition to the new treatment facility, a bypass pipe system will be installed to intercept runoff generated by a tributary area characterized by native forest and pasture. These areas are not pollution-generating surfaces and the runoff generated by them does not require treatment unless it mixes with polluted water. By intercepting and bypassing this runoff, the size of the treatment facility is minimized while maintaining a high level of phosphorus removal.

The project area falls within the Academy Creek basin of the Lake Whatcom watershed, located between the intersections of Northshore Drive and Edgewater Lane and Northshore Road and Edgewater Lane along the northeastern shore of Lake Whatcom.

This project is included in the adopted 2020-2025 Six Year Water Resource Improvement Plan adopted by Whatcom County Council.

1b. Primary customers:

Primary customers include all individuals and businesses that rely on Lake Whatcom for their drinking water (100,000 people), as well as environment at large.

2. Problem to be solved:

Lake Whatcom is currently under a TMDL permit as a result of poor water quality and the impacts of algal blooms on public health and other beneficial uses of the lake. The TMDL mandates that Whatcom County and the City of Bellingham develop and implement programs to reduce impacts of phosphorus to the lake. The installation of this project is one of the measures included in the county's listed activities focusing on improving the lake's water quality.

3a. Options / Advantages:

While the project site was originally identified in the Lake Whatcom Comprehensive Plan (CH2M Hill, 2008): Stormwater Program Update as a Media Filter Drain (MFD) treatment facility, the conceptual phase of this project found that high groundwater conditions in the area precluded the use of MFDs. Additional treatment systems were considered in a Technical Memorandum prepared during the conceptual phase of this project (Tetra Tech, 2020), and Contech StormFilter Cartridges with Phosphosorb Media were ultimately selected due to their ability to function with minimal hydraulic drop, ability to enter a bypass

Supplemental Budget Request

Status: Pending

Public Works

Stormwater

Suppl ID # 3060

Fund 381

Cost Center 381100

Originator: Kraig Olason

mode even when in a backwater condition, and existing use in other locations around Whatcom County.

3b. Cost savings:

Actual cost savings are difficult to quantify from this project. Efforts to improve water quality in the lake are required by the TMDL permit. Failure to implement the adopted program elements included in the TMDL response could result in fines. The costs of installing the proposed system has been optimized by installing a by-pass system to limit water entering the treatment systems from 10 developed acres. . This has greatly reduced the installation costs and annual maintenance costs over treating the entire 42 acre basin which is predominately forested.

4a. Outcomes:

This project is intended to reduce phosphorus leaving the developed properties within the drainage basin. Conservative estimates indicate that phosphorus should be reduced by over 50%. In many cases this reduction could be as much as +60%.

4b. Measures:

The designed system will be able to be monitored to determine the level of treatment being achieved. It is our goal to achieve over 50% phosphorus treatment of the runoff from the outlet pond.

5a. Other Departments/Agencies:

This project will require regular inspection, at least annually, and regular maintenance. Modular wetlands don't require cartridge replacements every year like cartridge vaults do, but will require modest regular maintenance and replacement of some or all of the treatment media eventually. Overall it is anticipated that modular wetlands will be less costly on an annual basis than typical cartridge vaults.

Public Works Maintenance and Operations Crew will be tasked with regular maintenance activities. The Stormwater Division will be providing frequent inspections.

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

Vernon Brown - Responsible for managing the NPDES crew which provides maintenance services of all stormwater facilities. Kraig Olason, Stormwater Program Manager, responsible to ensure all inspections are made timely.

6. Funding Source:

The funding source for this project is the Real Estate Excise Tax. REET has funded the majority of the Lake Whatcom Stormwater projects.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-208

File ID:	AB2020-208	Version:	1	Status:	Agenda Ready
File Created:	05/01/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for South Fork Park trail development

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Authorizing resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Washington Wildlife and Recreation Program. This \$500,000 grant will be used for development of South Fork park connector trail.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Resolution, Grant Application



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane

DATE: April 30, 2020

RE: South Fork Park Trail Development Application Authorizing Resolution

Enclosed you will find an Application and Authorizing Resolution requesting authorization from the County Council to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Washington Wildlife and Recreation Program.

This \$500,000 grant will be used for development of South Fork Park connector trail.

Please feel free to contact Rod Lamb, Design & Development Supervisor at extension 5858 if you have any questions or concerns.

PROPOSED BY: _____

INTRODUCED: _____

RESOLUTION NO: _____

WASHINGTON WILDLIFE and RECREATION PROGRAM (WWRP)
GRANT APPLICATION AUTHORIZATION/RESOLUTION

Project(s) Number(s), and Name(s) 20-1696, South Fork Park Trail Development

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Michael McFarlane, Director Whatcom County Parks & Rec.
Project contact (day-to-day administering of the grant and communicating with the RCO)	Rod Lamb, Design & Development Supervisor
RCO Grant Agreement (Agreement)	Satpal Sidhu, Whatcom County Executive
Agreement amendments	Satpal Sidhu, Whatcom County Executive
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Satpal Sidhu, Whatcom County Executive

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

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

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

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

10. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
11. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
12. This resolution/authorization is deemed to be part of the formal grant application to the Office.
13. 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.

This application authorization was adopted by our organization during the meeting held:

APPROVED this ____ Day of _____, 2020.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Approved by email / BW
Brandon Waldron, Civil Deputy Prosecutor

Washington State Attorney General's Office

Approved as to form Bruce Tallen 2/13/2020
Assistant Attorney General Date

PROJECT: 20-1696 DEV, SOUTH FORK PARK - TRAIL DEVELOPMENT

Sponsor: Whatcom County Parks & Rec Program: WWRP - Trails Status: Application Submitted

Parties to the Agreement

PRIMARY SPONSOR

Whatcom County Parks & Recreation

Address 3373 Mount Baker Hwy

City Bellingham **State** WA **Zip** 98226

Org Type County-Parks Department

Vendor # SWV0002425-18

UBI

Date Org created

Org Notes

[link to Organization profile](#)

☐ Org data updated

SECONDARY SPONSORS

No records to display

Project Contacts

Contact Name

Primary Org

[Allison Dellwo](#)
Rec. and Conserv. Office

Project Role

Project Manager

Work Phone

(360) 867-8626

Work Email

allison.dellwo@rco.wa.gov

[Rodney Lamb](#)
Whatcom County Parks & Rec

Project Contact

(360) 778-5858

rlamb@co.whatcom.wa.us

[Mike McFarlane](#)
Whatcom County Parks & Rec

Alt Project Contact

(360) 778-5855

mmcfarla@co.whatcom.wa.us

Worksites & Properties

Worksite Name

#1 South Fork Park

Development

Property Name

- ✓ Galbraith Farm
- ✓ Overby Farm
- ✓ Nessel Farm
- ✓ DNR Hutchinson Creek Block

Worksite Map & Description

Worksite #1: South Fork Park

WORKSITE ADDRESS

Street Address 1530 Mosquito Lake Road
City, State, Zip Deming WA 98244



Worksite Details

Worksite #1: South Fork Park

SITE ACCESS DIRECTIONS

From Interstate 5 Northbound, take exit 255, turn right on Sunset Drive (SR542) head east for 10.6 miles. Turn right onto State Route 9 and head south for 6.9 miles. Turn left on Mosquito Lake Road for 0.4 miles. South Fork Park is on the right.

Questions

#1: Identify the source of funds (i.e. federal grant, Conservation Futures, local appropriations, private land donation, etc.) that was originally used to acquire the property.

Conservation Futures, IAC Grant

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

1530 Mosquito Lake Road, Deming, WA 98244

Project Application Report - 20-1696

Project Location

RELATED PROJECTS

Projects in PRISM

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

Related Project Notes

Questions

#1: (all) Does the project site or project boundary lie within the urban growth area boundary of a city or town with a population of 5,000 or more? If yes, name the community and attach one map called Population Proximity Map under the Attachment Tab in PRISM.

#2: Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. [Aquatic Districts and Managers](#)

Property Details

Property: Galbraith Farm (Worksite #1: South Fork Park)

✓Development

LANDOWNER

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

CONTROL & TENURE

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

Property: Overby Farm (Worksite #1: South Fork Park)

✓Development

LANDOWNER

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

CONTROL & TENURE

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

Property: Nasset Farm (Worksite #1: South Fork Park)

✓Development

Project Application Report - 20-1696

LANDOWNER

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

CONTROL & TENURE

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

Property: DNR Hutchinson Creek Block (Worksite #1: South Fork Park)

✓ Development

LANDOWNER

Name Department of Natural Resources (DNR)
Address PO Box 47041
City Olympia
State WA Zip 98504-7041
Type State

CONTROL & TENURE

Instrument Type Easement - Temporary
Timing Proposed
Term Length Fixed # of years
Yrs 30
Expiration Date 06/30/2046
Note

Project Application Report - 20-1696

Project Proposal

Project Description

Whatcom County is seeking funding to construct a 5-mile multi-use trail at South Fork Park. The project is located near the town of Acme WA. The proposed trail will connect a newly constructed trailhead located at the historic Galbraith Farm to Overby Farm and Nessel Farm, all historic homestead properties of the South Fork community. The trail connection is needed to provide public access to park properties that are difficult if not impossible to access due to deed restrictions, adjacent private property and Department of Natural Resource (DNR) timber lands. Whatcom County has partnered DNR and has secured a trail easement through these working forests allowing trail access to the county owned park properties to the south (Overby and Nessel). When this trail is completed it will offer hikers, bicyclists, and equestrians a truly unique trail experience. All of the county owned properties have a rich history beginning with indigenous peoples use of the area thousands of years ago to early settlement beginning in the early 1800's. To highlight this history, and current land management efforts occurring in the South Fork Valley, interpretive elements will be an integral part of the trail experience.

Project Questions

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

If awarded funding construction could begin as early as August 2021, with a projected completion Spring 2022.

#2: Are overhead utility lines present at the site, and if so explain how they will be relocated or buried.

No

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

There are several water crossings that will require some level of mitigation. All mitigation will occur on site.

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

The Whatcom Land Trust holds a Conservation Easement on the park, and there's also a deed restriction held by Washington State that was part of a previous IAC grant.

#5: Is this project scope part of a larger effort not reflected in the project application? If so, briefly describe the larger effort, funding amount(s) and source(s).

Yes, in addition to the trail development efforts are underway to restore several historic buildings at Nessel Farm which is the at the southern terminus of the proposed trail. Nessel Farm contains the original farmhouse, barn, machine shed and several other smaller out buildings. These structures will be restored, and be part of the historic interpretation element of the park development.

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

Yes

The portion of the trail that crosses DNR timber property may be temporarily closed during timber harvest operations. Because usual timber activities occur on a 40-60 rotation, these temporary closures will have a negligible impact on public access. Other restrictions include normal closures that occur from sunset to sunrise, or when conditions are unsafe for public use like during natural disasters.

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

No

REET II funding will be used for matching funds.

Project Application Report - 20-1696

Development Metrics

Worksite: South Fork Park (#1)

GENERAL SITE IMPROVEMENTS

Develop viewpoint

Total cost for Develop viewpoint		\$12,000
Number of designated viewpoints	New 3	Renovate 0
Select the viewpoint structures		None
Number of square feet of the viewing platform / shelter		0

Install signs/kiosk

Total cost for Install signs/kiosk		\$15,000
Enter the number of signs / kiosks		Number 5
	Directional / wayfinding signs	5
	Informational signs	3
	Interpretive signs	3
	Total	11

SITE PREPARATION

General site preparation

Total cost for General site preparation		\$200,000
Acres of site preparation		6.65
Number of trail miles for site preparation		5.50
Buildings / structures to be demolished		None
Select the site preparation activities	General site prep activities	
	Mobilization	
	Surveying	
	Other	

TRAILS

Project Application Report - 20-1696

Trail development

Total cost for Trail development		\$200,000
Miles of hard surfaced trail developed / renovated by surface type		Miles
	Crushed stone	3.00
	Other hard surface	2.50
	Total	5.50
Miles of natural surfaced trail developed / renovated by surface type		Miles
	Natural surface	2.50
	Other natural surface	3.00
	Total	5.50
Is this a dual tread trail		No
Trail design profile		Number
	Tread width (feet)	6
	Shoulder width (feet)	2
	Cross-slope (percent)	3
	Running slope (percent)	6
Select the trail structures		Culverts Switchbacks Water bars
Number of at-grade road / street crossings in this project		0
Controls used for road / street crossings		No road / street crossings
Project involve painting, striping, or other trail/pavement marking (yes/no)	No	

Trail bridge development

Total cost for Trail bridge development		\$110,000
Number of trail bridges	New 2	Renovate 0
Select the bridge types		Steel Other
Provide the length and width of each bridge (feet)	Hutchinson Creek Bridge (60 feet long x 6 feet wide); Wetland Crossing (40 feet long x 8 feet wide)	

CULTURAL RESOURCES

Cultural resources

Total cost for Cultural resources		\$12,000
Acres surveyed for cultural resources		6.50
Number of trail miles surveyed for cultural resources		5.50

PERMITS

Obtain permits

Total cost to Obtain permits		\$12,500
Number of permits required for implementation of project		5

ARCHITECTURAL & ENGINEERING

Architectural & Engineering (A&E)

Total cost for Architectural & Engineering (A&E)		\$105,000
Trail design standards used	Whatcom County Trail Standards	

Project Application Report - 20-1696

Overall Project Metrics

TRAIL OVERVIEW

Primary trail name	South Fork Trail
Alternate trail name	None
Total length of trail developed/renovated in the project	5.50
How many new trail miles will be created as the result of this project	5.50
Total length of continuous trail after this project is complete	5.50
Designed trail use	Equestrian
Managed trail uses	Equestrian Hiking/walking Mountain biking
Trail plan	South Fork Park Master Plan - 5/8/2012

SITES IMPROVED

Project acres developed	6.50
Project acres renovated	3.20

COMPLETION DATE

Projected date of completion	06/01/2020
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Development Cost Estimates

Worksite #1: South Fork Park

Category	Work Type	Estimated Cost	Note
Cultural Resources	Cultural resources	\$12,000	
General Site Improvements	Develop viewpoint	\$12,000	
	Install signs/kiosk	\$15,000	
Permits	Obtain permits	\$12,500	
Site Preparation	General site preparation	\$200,000	
Trails	Trail bridge development	\$110,000	
	Trail development	\$200,000	
	Subtotal:	\$561,500	
Admin, Architecture, and Engineering		\$105,000	
	Total Estimate For Worksite:	\$666,500	

Summary

Total Estimated Costs Without AA&E:	\$561,500
Total Estimated AA&E:	\$105,000
Total Estimated Development Costs:	\$666,500

Project Application Report - 20-1696

Cost Summary

	Estimated Cost	Project %	Admin/AA&E %
<u>Development Costs</u>			
Development	\$561,500		
Admin, Architecture, and Engineering	\$105,000		18.70 %
SUBTOTAL	\$666,500	100.00 %	
Total Cost Estimate	\$666,500	100.00 %	

Funding Request and Match

FUNDING PROGRAM

WWRP - Trails	\$490,000	73.52 %
---------------	-----------	---------

SPONSOR MATCH

Category	Amount	Project %
Appropriation - Local	\$176,500	
Match Total:	\$176,500	26.48 %
Total Funding Request:	\$666,500	100.00 %

Cultural Resources

Worksite #1: South Fork Park

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

The proposed South Fork Trail consists of construction of 5.5 miles of trail that begin at Galbraith Farm where a recently constructed trailhead is located. The trail will be gravel surfaced requiring excavation of a bench to support the trail surface. Ground disturbing activities will be somewhat reduced as the some sections of the trail follow old road grades, and wont require extensive earthwork. In the other sections, vegetation will be cleared and graded to promote positive drainage.

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

The trail length is 5.5 miles and is proposed to be a minimum of 6 feet in width in width. The anticipated disturbance within the trail corridor is 10 feet and average 8 inches in depth. The earthwork will be completed with a combination of small earth moving equipment like a mini-excavator and mechanical material loader, and manual labor with hand tools.

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

There are a total of 3 water crossings that will require geotechnical investigations to determine soil bearing capacity for proposed bridges. There will likely also be some hand excavated test pits to determine if wetlands are present in the project area.

Project Application Report - 20-1696

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

South Fork Park is a county owned park . The park is currently open to the public, but because of challenging access conditions, Galbraith Farm is the most visited area of the park. A recently constructed trailhead with parking and a toilet are open and the public is able to access a short 1.5 mile loop trail that was constructed as part of the trailhead construction. Previously, the properties were privately owned farms. The Hutchinson Creek Block is owned by DNR and is managed for timber

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

#5a: List the agency that will be issuing the permit and the date you anticipate applying for and receiving the permit. Will the federal permit cover ALL proposed ground disturbing activities included in the project?

USACE will issue the required Nationwide permit for a wetland crossing near the north end of the Overby property. This permit will cover only the fill & grading activities associated with this portion of the trail improvements.

#6: Are you utilizing Federal Funding to complete the scope of work? This includes funds that are being shown as match or not.
No

#7: Do you have knowledge of any previous cultural resource review within the project boundaries during the past 10 years?
No

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

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

The proposed trail development will occur at South Fork Park, a Whatcom County owned public park. South Fork Park consists of three parcels, and a trail easement through DNR managed timber property. The three parcels include Galbraith Farm, Overby Farm and Nessel Farm. Galbraith Farm was purchased in 1993, followed by Overby Farm and Nessel Farm in 1998. The trail easement was granted in 2016.

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

#9a: List the structure(s) and the properties that they are located within the project area. Identify which structures will be removed or altered as part of this proposal. Attach at least one photo of each structure. The photo must be labeled so that the structure may be geographically located within your project area.

Nessel Farm has several historic structures. These structures are actively being restored and will become a primary attraction for visitors of South Fork Park. The structures include a farmhouse, barn, machine shed and outbuildings.

Project Application Report - 20-1696

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

The properties that make up South Fork Park consist of largely forested properties that are bordered by the South Fork of the Nooksack River. Remnant evidence of prior settlement includes historic farm structures and roads. Several drainage ways transect the property including Hutchinson Creek and several other unnamed tributaries. Two of the properties also have actively managed hay fields.

Project Permits

Permits and Reviews	Issuing Organization	Applied Date	Received Date	Expiration Date	Permit #
Clear & Grade Permit	City/County				Pending
Hydraulics Project Approval [HPA]	Dept of Fish & Wildlife				Pending
Nationwide Permit	Army Corps of Eng.				Pending
SEPA	Local or State	03/15/2010	05/19/2010		SEP2010-00031
Shoreline Permit	City/County				Pending

Project Application Report - 20-1696

Attachments

Required Attachments

6 out of 6 done

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

✓
 ✓
 ✓
 ✓
 ✓
 ✓

PHOTOS (JPG, GIF)

Photos (JPG, GIF)



427920 Primary # 427921 Secondary # 427919 Secondary

PROJECT DOCUMENTS AND PHOTOS

Project Documents and Photos

File Type	Attach Date	Attachment Type	Title	Person	File Name, Number Associations	Shared
	05/27/2020	Project Application Report	Project Application Report, 20-1696D (submitted 05/27/20 11:	RodneyL	Project Application Report - 20-1696 (submitted 05-27-2020_11-56-34).pdf, 428532	✓
	05/26/2020	Visuals	SouthForkPark_historcExhibit4.pdf	RodneyL	SouthForkPark_historcExhibit4.pdf, 427985	✓
	05/26/2020	Visuals	SouthForkPark_historcExhibit3.pdf	RodneyL	SouthForkPark_historcExhibit3.pdf, 427984	✓
	05/26/2020	Visuals	SouthForkPark_historcExhibit2.pdf	RodneyL	SouthForkPark_historcExhibit2.pdf, 427983	✓
	05/26/2020	Visuals	SouthForkPark_historcExhibit1.pdf	RodneyL	SouthForkPark_historcExhibit1.pdf, 427982	✓
	05/26/2020	Photo	South Fork-Nooksack River.jpg	RodneyL	South Fork-Nooksack River.jpg, 427921	✓
	05/26/2020	Photo	SF_CTR_000.jpg	RodneyL	SF_CTR_000.jpg, 427920	✓
	05/26/2020	Photo	Fogg at Nessel.jpg	RodneyL	Fogg at Nessel.jpg, 427919	✓
	05/26/2020	Site Plan: Development site plan	RCOGrantApp_SouthFork_DevelopmentPI	RodneyL	RCOGrantApp_SouthFork_Developme... 427917	✓
	05/26/2020	Map: Trail and or Facility Map	RCOGrantApp_SouthFork_TrailMapPage2	RodneyL	RCOGrantApp_SouthFork_TrailMapPa... 427916	✓
	05/26/2020	Map: Trail and or Facility Map	RCOGrantApp_SouthFork_TrailMapPage1	RodneyL	RCOGrantApp_SouthFork_TrailMapPa... 427915	✓
	05/26/2020	Map: Boundary map – Draft	RCOGrantApp_SouthFork_BoundaryMap_	RodneyL	RCOGrantApp_SouthFork_Boundary... 427908	✓
	05/26/2020	Map: Area of Potential Effect (APE)	RCOGrantApp_SouthFork_PotentialEffect_	RodneyL	RCOGrantApp_SouthFork_PotentialEf... 427903	✓
	05/26/2020	Control & Tenure Documentation	deed-overby-farm.pdf	RodneyL	deed-overby-farm.pdf, 427901	✓
	05/26/2020	Control & Tenure Documentation	deed-nesset-farm.pdf	RodneyL	deed-nesset-farm.pdf, 427900	✓
	05/26/2020	Control & Tenure Documentation	deed-galbraith-farm.pdf	RodneyL	deed-galbraith-farm.pdf, 427899	✓

Application Status

Application Due Date: 06/01/2020

Project Application Report - 20-1696

Status Name	Status Date	Submitted By	Submission Notes
Application Submitted	05/27/2020	Rodney Lamb	
Preapplication	04/30/2020		

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Rodney Lamb, 05/27/2020)

Date of last change: 05/27/2020

20-1696, Dev, Whatcom County Parks & Rec South Fork Park - Trail Development, RCO Grant Request: \$490,000

BASICS

FUNDING

Costs

RCO	\$490,000	74%
Sponsor Match	\$176,500	26%
Total	\$666,500	100%

Sponsor Match Breakdown

Appropriation - Local	\$176,500
Total	\$176,500



Minimum match required
25.00%

DESCRIPTION

Whatcom County is seeking funding to construct a 5-mile multi-use trail at South Fork Park. The project is located near the town of Acme WA. The proposed trail will connect a newly constructed trailhead located at the historic Galbraith Farm to Overby Farm and Nessel Farm, all historic homestead properties of the South Fork community. The trail connection is needed to provide public access to park properties that are difficult if not impossible to access due to deed restrictions, adjacent private property and Department of Natural Resource (DNR) timber lands. Whatcom County has partnered DNR and has secured a trail easement through these working forests allowing trail access to the county owned park properties to the south (Overby and Nessel). When this trail is completed it will offer hikers, bicyclists, and equestrians a truly unique trail experience. All of the county owned properties have a rich history beginning with indigenous peoples use of the area thousands of years ago to early settlement beginning in the early 1800's. To highlight this history, and current land management efforts occurring in the South Fork Valley, interpretive elements will be an integral part of the trail experience.

LOCATION

County, City, Water bodies

County: Whatcom

METRICS/COSTS

DEVELOPMENT METRICS

Worksite: South Fork Park (#1)

COSTS

Category	Work Type	Estimated Cost	Note
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Project Factsheet

Cultural Resources	Cultural resources	\$12,000
General Site Improvements	Develop viewpoint	\$12,000
	Install signs/kiosk	\$15,000
Permits	Obtain permits	\$12,500
Site Preparation	General site preparation	\$200,000
Trails	Trail bridge development	\$110,000
	Trail development	\$200,000
	Subtotal:	\$561,500
Admin, Architecture, and Engineering		\$105,000
	Total Estimate For Worksite:	\$666,500

METRICS

GENERAL SITE IMPROVEMENTS

Develop viewpoint

Total cost for Develop viewpoint	\$12,000
Number of designated viewpoints	New: 3, Renov: 0
Select the viewpoint structures	None
Number of square feet of the viewing platform / shelter	0

Install signs/kiosk

Total cost for Install signs/kiosk	\$15,000
Enter the number of signs / kiosks	Number
	Directional / wayfinding signs 5
	Informational signs 3
	Interpretive signs 3
	Total 11

SITE PREPARATION

General site preparation

Total cost for General site preparation	\$200,000
Acres of site preparation	6.65
Number of trail miles for site preparation	5.50
Buildings / structures to be demolished	None
Select the site preparation activities	General site prep activities
	Mobilization
	Surveying
	Other

TRAILS

Trail development

Total cost for Trail development	\$200,000
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Project Factsheet

Miles of hard surfaced trail developed / renovated by surface type	Miles
Crushed stone	3.00
Other hard surface	2.50
Total	5.50
<i>Optional</i>	

Miles of natural surfaced trail developed / renovated by surface type	Miles
Natural surface	2.50
Other natural surface	3.00
Total	5.50
<i>Optional</i>	

Is this a dual tread trail	No
<i>Optional</i>	

Trail design profile	Number
Tread width (feet)	6
Shoulder width (feet)	2
Cross-slope (percent)	3
Running slope (percent)	6
<i>Optional</i>	

Select the trail structures	Culverts
	Switchbacks
	Water bars

Number of at-grade road / street crossings in this project	0
<i>Optional</i>	

Controls used for road / street crossings	No road / street crossings
<i>Optional</i>	

Project involve painting, striping, or other trail/pavement marking (yes/no)	No
--	----

Trail bridge development

Total cost for Trail bridge development	\$110,000
---	-----------

Number of trail bridges	New: 2, Renov: 0
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Select the bridge types	Steel
	Other

Provide the length and width of each bridge (feet)	Hutchinson Creek Bridge (60 feet long x 6 feet wide); Wetland Crossing (40 feet long x 8 feet wide)
--	--

CULTURAL RESOURCES

Cultural resources

Total cost for Cultural resources	\$12,000
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Acres surveyed for cultural resources	6.50
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Number of trail miles surveyed for cultural resources	5.50
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PERMITS

Obtain permits

Total cost to Obtain permits	\$12,500
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Project Factsheet

Number of permits required for implementation of project

5

Optional

ARCHITECTURAL & ENGINEERING

Architectural & Engineering (A&E)

Total cost for Architectural & Engineering (A&E) \$105,000

Trail design standards used Whatcom County Trail Standards

Total Development Cost \$666,500

PERMITS

Permit Name	Received	Comment
SEPA	Yes	
Clear & Grade Permit	No	
Nationwide Permit	No	
Shoreline Permit	No	
Hydraulics Project Approval [HPA]	No	

PROJECT PROPOSAL

PROPOSAL QUESTIONS




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

No

REET II funding will be used for matching funds.

ATTACHMENTS

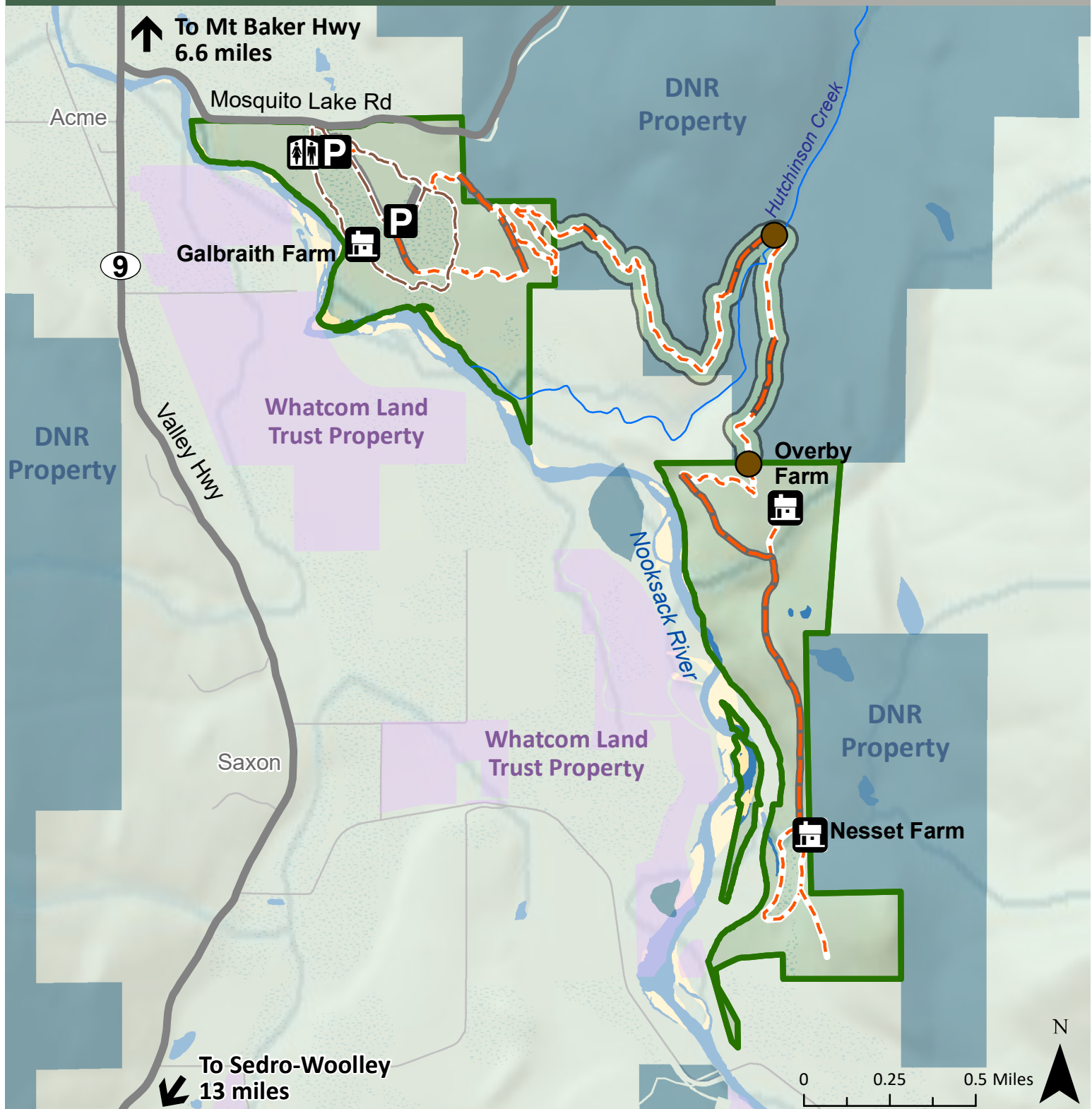
RELEVANT DOCUMENTS







File Type	Attachment Type	Title
	Site Plan: Development site plan	RCOGrantApp_SouthFork_DevelopmentPlan_200520.pdf
	Map: Trail and or Facility Map	RCOGrantApp_SouthFork_TrailMapPage2_200526.pdf
	Map: Trail and or Facility Map	RCOGrantApp_SouthFork_TrailMapPage1_200526.pdf

South Fork Park Trail Development

RCO# 20-1696 D

Development Site Plan



-  South Fork Park Boundary
-  Easement on DNR Property
-  Bridge
-  Proposed Multi-Use Trail
-  Proposed Trail on Existing Road
-  Existing Trail System



(360) 778-5850
WWW.WHATCOMCOUNTY.US/PARKS



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-209

File ID:	AB2020-209	Version:	1	Status:	Agenda Ready
File Created:	05/01/2020	Entered by:	SBatdorf@co.whatcom.wa.us		
Department:	Parks and Recreation Department	File Type:	Resolution		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Authorizing resolution requesting authorization to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Washington Wildlife and Recreation Program. This \$500,000 grant will be used for development of Birch Bay Beach Park.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Memo, Resolution, Grant Application



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Michael McFarlane

DATE: April 30, 2020

RE: Birch Bay Beach Park Development Application Authorizing Resolution

Enclosed you will find an Application and Authorizing Resolution requesting authorization from the County Council to make an application and enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Washington Wildlife and Recreation Program.

This \$500,000 grant will be used for development of Birch Bay Beach Park.

Please feel free to contact Rod Lamb, Design & Development Supervisor at extension 5858 if you have any questions or concerns.

PROPOSED BY: _____

INTRODUCED: _____

RESOLUTION NO: _____

WASHINGTON WILDLIFE and RECREATION PROGRAM (WWRP)
GRANT APPLICATION AUTHORIZATION/RESOLUTION

Project(s) Number(s), and Name(s) 20-1668, Birch Bay Beach Park Development

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Michael McFarlane, Director Whatcom County Parks & Rec.
Project contact (day-to-day administering of the grant and communicating with the RCO)	Rod Lamb, Design & Development Supervisor
RCO Grant Agreement (Agreement)	Satpal Sidhu, Whatcom County Executive
Agreement amendments	Satpal Sidhu, Whatcom County Executive
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Satpal Sidhu, Whatcom County Executive

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

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

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

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

10. [for Development, Renovation, Enhancement, and Restoration Projects Only-If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
11. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
12. This resolution/authorization is deemed to be part of the formal grant application to the Office.
13. 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.

This application authorization was adopted by our organization during the meeting held:

APPROVED this ____ Day of _____, 2020.

WHATCOM COUNTY COUNCIL

ATTEST:

WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Approved by email / BW

Brandon Waldron, Civil Deputy Prosecutor

Washington State Attorney General's Office

Approved as to form Brian Tallen
Assistant Attorney General

2/13/2020
Date

PROJECT: 20-1668 DEV, BIRCH BAY BEACH PARK DEVELOPMENT

Sponsor: Whatcom County Parks & Rec Program: WWRP - Local Parks Status: Application Submitted

Parties to the Agreement

PRIMARY SPONSOR

Whatcom County Parks & Recreation

Address 3373 Mount Baker Hwy

City Bellingham **State** WA **Zip** 98226

Org Type County-Parks Department

Vendor # SWV0002425-18

UBI

Date Org created

Org Notes

[link to Organization profile](#)

☐ Org data updated

SECONDARY SPONSORS

No records to display

Project Contacts

Contact Name

Primary Org

[Allison Dellwo](#)
Rec. and Conserv. Office

[Rodney Lamb](#)
Whatcom County Parks & Rec

Project Role

Project Manager

Project Contact

Work Phone

(360) 867-8626

(360) 778-5858

Work Email

allison.dellwo@rco.wa.gov

rlamb@co.whatcom.wa.us

Worksites & Properties

Worksite Name

#1 Birch Bay Beach Park

Development

Property Name

✓

Birch Bay Beach Park

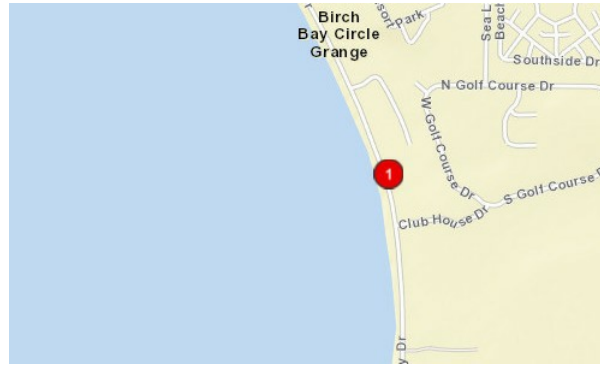
Worksite Map & Description

Worksite #1: Birch Bay Beach Park

WORKSITE ADDRESS

Street Address 7930 Birch Bay Drive

City, State, Zip Blaine WA 98230



Worksite Details

Worksite #1: Birch Bay Beach Park

SITE ACCESS DIRECTIONS

Drive north on Interstate 5, 14 miles north of Bellingham. Take Exit 270 toward Lynden / Birch Bay Road and turn left. Drive west on Lynden / Birch Bay Road for 4.0 miles. Turn left onto Harborview Road for 0.2 miles then turn left on Birch Bay Drive. Birch Bay Park is 0.3 miles south, on the left-hand side of Birch Bay Drive.

Questions

#1: Identify the source of funds (i.e. federal grant, Conservation Futures, local appropriations, private land donation, etc.) that was originally used to acquire the property.

Conservation Futures

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

7930 Birch Bay Drive, Blaine, WA 98230

Project Application Report - 20-1668

Project Location

RELATED PROJECTS

Projects in PRISM

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

Related Project Notes

Questions

#1: (all) Does the project site or project boundary lie within the urban growth area boundary of a city or town with a population of 5,000 or more? If yes, name the community and attach one map called Population Proximity Map under the Attachment Tab in PRISM.

Yes, the Birch Bay Beach Park is located within a UGA, and the local population is 8,376 (2019)

#2: Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. [Aquatic Districts and Managers](#)
No

Property Details

Property: Birch Bay Beach Park (Worksite #1: Birch Bay Beach Park)

✓ Development

LANDOWNER

Name Whatcom County
Address 322 N. Commercial, Suite 210
City Bellingham
State WA Zip 98225
Type Local

CONTROL & TENURE

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

Project Application Report - 20-1668

Project Proposal

Project Description

Birch Bay Beach Park Development, phase 1

Project Questions

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

Summer 2022

#2: Are overhead utility lines present at the site, and if so explain how they will be relocated or buried.

Yes

Yes, an abandoned utility pole no longer connected to primary power remains on the site and will be removed during construction. A second pole centrally located on the western edge of the upland property has been re-purposed to serve as an active tsunami warning radar beacon. This is a temporary location under an agreement with Whatcom County Emergency Services. The beacon will be relocated south of its current location outside of the core of the park and associated recreational amenities.

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

No mitigation is anticipated as the site was previously developed and has since been maintained as a mowed grass field.

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

The park property is bordered on the west by Birch Bay Drive which has a 60-foot right-of-way, but is not included in the 13.2 acres. No other easements or interests in the property exist.

#5: Is this project scope part of a larger effort not reflected in the project application? If so, briefly describe the larger effort, funding amount(s) and source(s).

Yes, this is the first phase of a multi-phase approach to complete final build out of the complete park improvement that was developed as a community planning effort that occurred in 2016. Future phases will include a restroom, parking, nature play equipment and a picnic shelter.

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

Yes

Yes, the park will be open to the public from sunrise to sunset, and closed to public use outside those times.

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

No

Development Metrics

Worksite: Birch Bay Beach Park (#1)

GENERAL SITE IMPROVEMENTS

Project Application Report - 20-1668

Develop circulation paths or access routes

Total cost for development of circulation paths or access routes	\$35,000	
Enter length of circulation paths and routes by surface type		Feet
	Concrete	350
	Total	350
Minimum width of the circulation paths or access routes	6	
Lighting provided (yes/no)	No	

Install fencing/barriers

Total cost for Install fencing/barriers	\$8,000	
Select the fencing types	Wood fencing	
Linear feet of fencing/barriers installed	320	
Number in feet of fence height	3	
Select the barrier types	Bollards Other	

Install signs/kiosk

Total cost for Install signs/kiosk	\$12,500	
Number of kiosks	New 1	Renovate 0
Number of interpretive signs/displays	1	0
Number of permanent entrance signs	1	0
Number of electronic signs	0	0
Project involves installation of informational signs (yes/no)	Yes	

Install site furnishings

Total cost for Install site furnishings	\$11,500	
Select the site furniture / amenities	Benches Bike racks Picnic tables	

Landscaping improvements

Total cost for Landscaping improvements	\$53,325	
Acres of landscaped area	3.05	
Select the landscape features	Drainage Grass/turf Groundcover Native vegetation Trees/shrubs	

SITE PREPARATION

General site preparation

Total cost for General site preparation	\$269,000	
Acres of site preparation	3.50	
Number of trail miles for site preparation	0	
Buildings / structures to be demolished	None	
Select the site preparation activities	Demolition General site prep activities Mobilization Traffic control	

UTILITIES

Project Application Report - 20-1668

Install power utilities

Total cost for Install power utilities	\$12,500
--	----------

Select the power utilities	General service connection
	Relocate/bury power utility

Install sewage system

Total cost for Install sewage system	\$8,000
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Number of dump stations	New	Renovate
	0	0

Select the sewer utilities	Sewer connection
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Install water system

Total cost for Install water system	\$8,000
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Select the water utilities	Water service connection
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CULTURAL RESOURCES

Cultural resources

Total cost for Cultural resources	\$20,000
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Acres surveyed for cultural resources	3.50
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Number of trail miles surveyed for cultural resources	0
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PERMITS

Obtain permits

Total cost to Obtain permits	\$7,500
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Number of permits required for implementation of project	4
--	---

ARCHITECTURAL & ENGINEERING

Architectural & Engineering (A&E)

Total cost for Architectural & Engineering (A&E)	\$87,500
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Overall Project Metrics

SITES IMPROVED

Project acres developed	3.50
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Project acres renovated	0
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COMPLETION DATE

Projected date of completion	04/15/2022
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Project Application Report - 20-1668

Development Cost Estimates

Worksite #1: Birch Bay Beach Park

Category	Work Type	Estimated Cost	Note
Cultural Resources	Cultural resources	\$20,000	
General Site Improvements	Develop circulation paths or access routes	\$35,000	
	Install fencing/barriers	\$8,000	
	Install signs/kiosk	\$12,500	
	Install site furnishings	\$11,500	
	Landscaping improvements	\$53,325	
Permits	Obtain permits	\$7,500	
Site Preparation	General site preparation	\$269,000	
Utilities	Install power utilities	\$12,500	
	Install sewage system	\$8,000	
	Install water system	\$8,000	
	Subtotal:	\$445,325	
Admin, Architecture, and Engineering		\$87,500	
	Total Estimate For Worksite:	\$532,825	

Summary

Total Estimated Costs Without AA&E:	\$445,325
Total Estimated AA&E:	\$87,500
Total Estimated Development Costs:	\$532,825

Cost Summary

	Estimated Cost	Project %	Admin/AA&E %
<u>Development Costs</u>			
Development	\$445,325		
Admin, Architecture, and Engineering	\$87,500		19.65 %
SUBTOTAL	\$532,825	100.00 %	
Total Cost Estimate	\$532,825	100.00 %	

Funding Request and Match

FUNDING PROGRAM

WWRP - Local Parks	\$382,825	71.85 %
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SPONSOR MATCH

Category	Amount	Project %
Appropriation - Local	\$150,000	
Match Total:	\$150,000	28.15 %
Total Funding Request:	\$532,825	100.00 %

Cultural Resources

Worksite #1: Birch Bay Beach Park

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

The project will involve removing a derelict chain link fence, and remnant asphalt paving. Utilities will also be extended into the site for a future restroom. The focus of the project will to open the park site up for immediate use by the public, and site improvements needed to accomplish this include constructing walkways, installing picnic tables, informational signage and landscaping.

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

Ground disturbing activities will be kept to a minimum, but trenching is necessary to extend utilities to service the future restroom. The project will primarily import earth material and be constructing on top of the existing grade. Fill areas include a low earth berm along the park frontage that will be landscaped with low shrubs and groundcover planting. Fill will also be spread within the main park area to renovate the turf areas for picnicking and day use.

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

No pre-construction ground disturbing activities are anticipated at this time.

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

Birch Bay Beach Park is the site of a former private resort. All of the previous buildings have been removed, but the old asphalt single lane looped roads still remain on site. The site is level, with a moderately steep slope on the eastern side of the property. The large level area of the park that borders Birch Bay Drive is planted with grass, but due to lack of maintenance is patchy, and mixed with other pioneer species. The steep slope contains mature native trees and under story.

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

No

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

No

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

Yes

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

A Cultural Resource Review (0316J) was conducted to inform the community lead master planning effort that occurred in 2016. Whatcom County contracted Drayton Archaeology to complete that review.

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

Yes

Project Application Report - 20-1668

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

Birch Bay Beach Park property was acquired by Whatcom County on June 11, 2014.

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

No

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

The site is level, with a moderately steep slope on the eastern side of the property. The large level area of the park that borders Birch Bay Drive is planted with grass, but due to lack of maintenance is patchy, and mixed with other pioneer species. The steep slope contains mature native trees and under story. A derelict chain link fence parallels Birch Bay Beach Drive along the park frontage, and the old asphalt looped roads remain within the large level area of the park.

Project Permits

Permits and Reviews	Issuing Organization	Applied Date	Received Date	Expiration Date	Permit #
Archeological & Cultural Resources (EO 05-05)	DAHP				Pending
Clear & Grade Permit	City/County				Pending
Shoreline Permit	City/County				Pending

Project Application Report - 20-1668

Attachments

Required Attachments

5 out of 5 done

Control & Tenure Documentation	✓
Map: Area of Potential Effect (APE)	✓
Map: Boundary map – Draft	✓
Photo	✓
Site Plan: Development site plan	✓

PHOTOS (JPG, GIF)

Photos (JPG, GIF)



430184

PROJECT DOCUMENTS AND PHOTOS

Project Documents and Photos

File Type	Attach Date	Attachment Type	Title	Person	File Name, Number Associations	Shared
	05/29/2020	Project Application Report	Project Application Report, 20-1668D (submitted 05/29/20 10:	RodneyL	Project Application Report - 20-1668 (submitted 05-29-2020_10-07-28).pdf, 430197	✓
	05/29/2020	Cultural Resources: Cultural Resources Survey	0316J Drayton BB County Park Review REDACTED.pdf	RodneyL	0316J Drayton BB County Park Review REDACTED.pdf, 430188	
	05/29/2020	Site Plan: Development site plan	Birch Bay Development Plan.pdf	RodneyL	Birch Bay Development Plan.pdf, 430186	✓
	05/29/2020	Photo	Birch Bay Beach Park-Photo.jpg	RodneyL	Birch Bay Beach Park-Photo.jpg, 430184	✓
	05/27/2020	Control & Tenure Documentation	StatutoryWarrantyDeed_20141027.pdf	RodneyL	StatutoryWarrantyDeed_20141027.pdf, 428626	✓
	05/27/2020	Map: Area of Potential Effect (APE)	RCOGrantApp_BirchBay_PotentialEffect_	RodneyL	RCOGrantApp_BirchBay_PotentialEff... 428601	✓
	05/27/2020	Map: Population Proximity	RCOGrantApp_BirchBay_PopulationProxi	RodneyL	RCOGrantApp_BirchBay_PopulationP... 428600	✓
	05/27/2020	Map: Boundary map – Draft	RCOGrantApp_BirchBay_BoundaryMap_2	RodneyL	RCOGrantApp_BirchBay_BoundaryM... 428598	✓

Application Status

Application Due Date: 06/01/2020

Status Name	Status Date	Submitted By	Submission Notes
Application Submitted	05/29/2020	Rodney Lamb	
Preapplication	04/24/2020		

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Rodney Lamb, 05/29/2020)

Date of last change: 05/29/2020

20-1668, Dev, Whatcom County Parks & Rec Birch Bay Beach Park Development, RCO Grant Request: \$382,825

BASICS

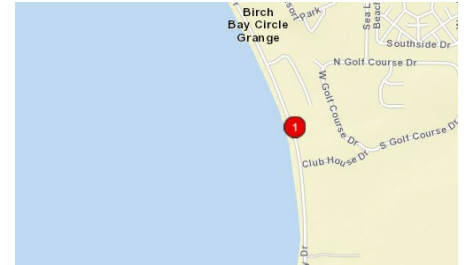
FUNDING

Costs

RCO	\$382,825	72%
Sponsor Match	\$150,000	28%
Total	\$532,825	100%

Sponsor Match Breakdown

Appropriation - Local	\$150,000
Total	\$150,000



Minimum match required
25.00%

DESCRIPTION

Birch Bay Beach Park Development, phase 1

LOCATION

County, City, Water bodies

City Areas: Birch Bay
County: Whatcom

METRICS/COSTS

DEVELOPMENT METRICS

Worksite: Birch Bay Beach Park (#1)

COSTS

Category	Work Type	Estimated Cost	Note
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Project Factsheet

Cultural Resources	Cultural resources	\$20,000
General Site Improvements	Develop circulation paths or access routes	\$35,000
	Install fencing/barriers	\$8,000
	Install signs/kiosk	\$12,500
	Install site furnishings	\$11,500
	Landscaping improvements	\$53,325
Permits	Obtain permits	\$7,500
Site Preparation	General site preparation	\$269,000
Utilities	Install power utilities	\$12,500
	Install sewage system	\$8,000
	Install water system	\$8,000
	Subtotal:	\$445,325
Admin, Architecture, and Engineering		\$87,500
	Total Estimate For Worksite:	\$532,825

METRICS

GENERAL SITE IMPROVEMENTS

Develop circulation paths or access routes

Total cost for development of circulation paths or access routes \$35,000

Enter length of circulation paths and routes by surface type

	Feet
Concrete	350
Total	350

Minimum width of the circulation paths or access routes 6

Lighting provided (yes/no) No

Install fencing/barriers

Total cost for Install fencing/barriers \$8,000

Select the fencing types Wood fencing

Linear feet of fencing/barriers installed 320

Number in feet of fence height 3

Select the barrier types

Bollards
Other

Install signs/kiosk

Total cost for Install signs/kiosk \$12,500

Number of kiosks New: 1, Renov: 0

Number of interpretive signs/displays New: 1, Renov: 0

Number of permanent entrance signs New: 1, Renov: 0

Number of electronic signs New: 0, Renov: 0

Project involves installation of informational signs (yes/no) Yes

Install site furnishings

Total cost for Install site furnishings \$11,500

Select the site furniture / amenities

Benches
Bike racks
Picnic tables

Project Factsheet

Landscaping improvements

Total cost for Landscaping improvements	\$53,325
Acres of landscaped area	3.05
Select the landscape features	Drainage Grass/turf Groundcover Native vegetation Trees/shrubs

SITE PREPARATION

General site preparation

Total cost for General site preparation	\$269,000
Acres of site preparation	3.50
Number of trail miles for site preparation	0
Buildings / structures to be demolished	None
Select the site preparation activities	Demolition General site prep activities Mobilization Traffic control

UTILITIES

Install power utilities

Total cost for Install power utilities	\$12,500
Select the power utilities	General service connection Relocate/bury power utility

Install sewage system

Total cost for Install sewage system	\$8,000
Number of dump stations	New: 0, Renov: 0
Select the sewer utilities	Sewer connection

Install water system

Total cost for Install water system	\$8,000
Select the water utilities	Water service connection

CULTURAL RESOURCES

Cultural resources

Total cost for Cultural resources	\$20,000
Acres surveyed for cultural resources	3.50
Number of trail miles surveyed for cultural resources	0

Project Factsheet

PERMITS

Obtain permits

Total cost to Obtain permits	\$7,500
Number of permits required for implementation of project	4
	<i>Optional</i>

ARCHITECTURAL & ENGINEERING

Architectural & Engineering (A&E)

Total cost for Architectural & Engineering (A&E)	\$87,500
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Total Development Cost	\$532,825
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PERMITS

Permit Name	Received	Comment
Clear & Grade Permit	No	
Archeological & Cultural Resoures (EO 05-05)	No	
Shoreline Permit	No	

PROJECT PROPOSAL


PROPOSAL QUESTIONS

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

No

ATTACHMENTS

RELEVANT DOCUMENTS

File Type	Attachment Type	Title
	Site Plan: Development site plan	Birch Bay Development Plan.pdf





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-167

File ID:	AB2020-167	Version:	1	Status:	Agenda Ready
File Created:	04/03/2020	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:	06/16/2020	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 U.S. Department of Agriculture, Forest Services Baker Lake overtime patrols modifying the Annual Operating Plan in the amount of \$21,900.00 for 2020 with estimated period beginning May 1, 2020 and ending September 30, 2020 and updates to the contact information for Whatcom County

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachment

HISTORY OF LEGISLATIVE FILE

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

Attachments: Staff Memo, Contract

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



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

MEMORANDUM

TO: Satpal S. Sidhu, County Executive

FROM: Bill Elfo, Sheriff *Be E*

DATE: March 31, 2020

SUBJECT: USDA Forest Service Agreement 16-LE-11060500-018
Modification Number 05
Whatcom County Contract # 201606047
Baker Lake Recreation Area Patrols 2020

Enclosed for your review and signature are two (2) originals of Modification Number 05 to Cooperative Law Enforcement Agreement (Whatcom County Contract # 201606047) and Exhibit A 2020 Baker Lake Recreation Area Annual Operating and Financial Plan for the subject agreement between Whatcom County Sheriff's Office and USDA Forest Service, Mt. Baker-Snoqualmie National Forest.

Background and Purpose

This agreement is for Whatcom County Sheriff's Office law enforcement overtime patrol services in the Baker Lake Recreation Area to ensure protection of Government property and general safety of the public on Forest Service lands during peak periods of public use. The agreement is for patrols May 1, 2016 through December 31, 2021.

Modification Number 05 incorporates Annual Operating Plan in the amount of \$21,900.00 for 2020 with estimated period beginning May 1, 2020 and ending September 30, 2020. The modification also updates contact information for Whatcom County.

Funding Amount and Source

Additional funding of \$21,900.00 from USDA Forest Service.

Differences from Previous Contract

No change from previous year.

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

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201606047-5

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	3520 Bureau of LE & Investigations/ 352020 Patrol and Overtime
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
Contractor's / Agency Name:	U.S. Department of Agriculture, Forest Service
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 #: 201606047	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____ This Amendment Amount: \$ 21,900 annual amount for 2020 Total Amended Amount: \$ 21,900 annual amount for 2020	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:	
Modification Number 05 incorporates Annual Operating Plan in the amount of \$21,900.00 for 2020 with estimated period beginning May 1, 2020 and ending September 30, 2020. The modification also updates contact information for Whatcom County.	
Term of Contract: 5/1/16 Expiration Date: 12/31/21	

Contract Routing:	1. Prepared by: J. Korn <u>JK</u>	Date: 4/1/20
	2. Attorney signoff: <u>Approved by email /Bw/JK</u>	Date: <u>4/1/20</u>
	3. AS Finance reviewed: <u>bhennot</u>	Date: <u>4/2/20</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

Jacque Korn

From: Brandon Waldron
Sent: Wednesday, April 01, 2020 2:59 PM
To: Jacque Korn
Subject: RE: WC# 201606047-5 Amendment

Approved

From: Jacque Korn
Sent: Wednesday, April 01, 2020 2:45 PM
To: Brandon Waldron
Subject: RE: WC# 201606047-5 Amendment

Ok, attached is the agreement including the Contact Information Sheet with a note of needing Council approval. Please let me know if you have any questions.

Thanks,

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

From: Brandon Waldron
Sent: Wednesday, April 01, 2020 2:31 PM
To: Jacque Korn
Subject: RE: WC# 201606047-5 Amendment

Jacque,

Yes, I think it would still need Council approval.

Brandon M. Waldron
Deputy Prosecuting Attorney
Whatcom County Prosecuting Attorney's Office
Phone: 360.778.5710
Fax: 360.738.2532

My incoming and outgoing email messages are subject to public disclosure requirements per RCW 42.56

Our office is currently closed to the public due to coronavirus concerns. It may be some time before your email receives a response as we are operating with very limited staff. Thank you for your patience.

From: Jacque Korn
Sent: Wednesday, April 01, 2020 2:25 PM

To: Brandon Waldron
Subject: WC# 201606047-5 Amendment

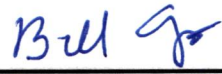
Hi Brandon,

Attached is an amendment to WC# 201606047 for your review. As this agreement is with another public agency, it would fit the broad interpretation of an interlocal agreement. Would you like this agreement to still go to the Council for their approval? I will update and send the Contract Information Sheet once I hear back with your preference.

Thanks,

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



MODIFICATION OF GRANT OR AGREEMENT		PAGE	OF PAGES
		1	3
1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 16-LE-11060500-018 (Baker Lake Recreation Area Patrols)		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: 201606047-5	
3. MODIFICATION NUMBER: 005			
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Amy Verellen, Grants Management Specialist Okanogan-Wenatchee National Forest 215 Melody Lane Wenatchee, WA 98801 Phone: (509) 664-9231 Email: amy.verellen@usda.gov		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): James V. Griffin, Patrol Captain Northwest Washington Zone (NWWZ) Mt. Baker-Snoqualmie National Forest 2930 Wetmore Avenue, Suite 3A Everett, WA 98201 Phone: (425) 783-6090 Email: james.griffin@usda.gov	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Attn: Bill Elfo, Sheriff Whatcom County Sheriff's Office (WCSO) 311 Grand Avenue Bellingham, WA 98225-4078 Phone: 360-778-6600 Email: belfo@co.whatcom.wa.us		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): Jacque Korn, Financial Accountant Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225-4078 Phone: 360-778-6607 Email: jkorn@co.whatcom.wa.us	
8. PURPOSE OF MODIFICATION			
CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.		
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:		
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funding for Fiscal Year (FY) 2020 in the amount of \$21,900.00 .		
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Update Whatcom County contact information.		
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): FY2020 Baker Lake Recreation Area Annual Operating and Financial Plan.		
Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.			
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed): Modification 005 is made to add funds in the amount of \$21,900.00 for the work outlined in the fiscal year 2020 Annual Operating Plan. Update Undersheriff from Parks to Chadwick per Section I of the Annual Operating and Financial Plan, and, the Financial Contact per Box 7 above. All funding previously obligated under this agreement remain available.			
10. ATTACHED DOCUMENTATION (Check all that apply):			
<input type="checkbox"/>	Revised Scope of Work		
<input type="checkbox"/>	Revised Financial Plan		
<input checked="" type="checkbox"/>	Other: EXHIBIT A – FY 2020 Baker Lake Recreation Area Annual Operating and Financial Plan		
11. SIGNATURES			
AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.			
11.A. WHATCOM COUNTY SIGNATURE 	11.B. DATE SIGNED 01 4-20-20	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): BILL ELFO		11.F. NAME (type or print): JAMIE KINGSBURY	
11.G. TITLE (type or print): Sheriff, Whatcom County		11.H. TITLE (type or print): Forest Supervisor, Mt. Baker-Snoqualmie National Forest	



USDA Forest Service

OMB 0596-0217
FS-1500-19

11.I. WHATCOM COUNTY SIGNATURE <i>Approved by email/BW/DK</i> (Signature of Signatory Official)		11.J. DATE SIGNED <i>4/1/20</i>	11.K. U.S. FOREST SERVICE SIGNATURE <i>[Signature]</i> ASAC, Per (Signature of Signatory Official)		11.L. DATE SIGNED <i>3/10/2020</i>
11.M. NAME (type or print): ELIZABETH L. GALLERY BRANDON M. WALDRON			11.N. NAME (type or print): JOHN BYAS		
11.O. TITLE (type or print): Civil Deputy Prosecuting Attorney, Whatcom County			11.P. TITLE (type or print): Special Agent in Charge U.S. Forest Service, Pacific Northwest Region		
11.Q. WHATCOM COUNTY SIGNATURE (Signature of Signatory Official)		11.R. DATE SIGNED			
11.U. NAME (type or print): JACK LOUWS SATPAL S. SIDHU					
11.W. TITLE: Executive, Whatcom County					
12. G&A REVIEW					
12.A. The authority and format of this modification have been reviewed and approved for signature by: <i>Kelly M Underwood</i> KELLY M. UNDERWOOD (Mod. 005, Agreement No.: 16-LE-11060500-018) U.S. Forest Service Grants & Agreements Specialist					12.B. DATE SIGNED <i>2/20/2020</i>

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 16-LE-11060500-018

Mod 005

Cooperator Agreement No. 201606047-5

EXHIBIT A**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN****Between****WHATCOM COUNTY****And the****USDA, FOREST SERVICE****MT. BAKER-SNOQUALMIE NATIONAL FOREST****2020 BAKER LAKE RECREATION AREA
ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Whatcom County (doing business as Whatcom County Sheriff's Office), hereinafter referred to as "Whatcom County," and the USDA, Forest Service, Mt. Baker-Snoqualmie National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11060500-018 executed on July 8, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning May 1, 2020 and ending September 30, 2020.

FERC License #2150 Baker Lake Hydroelectric Project. See also USFS agreement 09-CO-11060500-032 (Exhibit A, Article 318) which expires on 10/01/2058 for information on one year funding authorization (Provision C. III Budget Authorization).

Current 2020 Year Obligation: \$21,900.00

FY2020 Total Annual Operating Plan: \$21,900.00

This agreement is to ensure protection of Government property and the general safety of the public on Forest Service lands during peak periods of public use. This agreement is for Whatcom County Sheriff's Office law enforcement patrol services in the Baker Lake Recreation Area.

Objectives for Law Enforcement Patrols (LEP) in Baker Basin: Address issues that arise as a result of visitors attracted to the reservoir and its immediate environs as a result of the existence of the Baker Hydro Project.

Provide adequate law enforcement coverage during the prescribed period of time in an effort to increase the presence and visibility of law enforcement within the project area. By having a variety of law enforcement resources assigned to work the project area; the ability to actively patrol, educate, deter, and investigate violations of Federal and State laws and regulations



increases the likelihood of gaining compliance from the visiting publics. Additionally, with a collaborative approach to enforcement operations, coverage within the project area is sufficient to meet the needs of the LEP.

Law enforcement operations include, but are not limited to: handling a variety of criminal complaints, illegal drug and alcohol use, traffic violations, public health and safety issues, medical, resource protection, public education, and fire.

Furthermore, the collaborative efforts will address the increased visitation and attendant effects of sockeye season to include:

1. Traffic, parking
2. Boater/camper use and timing conflicts
3. Crowding and safety on and off the water
4. Emergencies, especially on the east side and on the water which may be time sensitive
5. Resource impacts – general use and misuse of developed and dispersed facilities
6. Boats anchoring in the lake in the dark w/o lights
7. Boaters travelling too fast
8. Boats not using the correct ramp for their size: i.e. only Kulshan and Swift Creek are appropriate for large boats and trailers
9. Boats coming from a wide area: invasive species inspections and education
10. Trash, human waste, bear and wildlife management
11. Violations of state boating and fishing regulations
12. Enforcement of delineated no-wake zones, swim areas, loon platforms.

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Bill Elfo, Sheriff 311 Grand Avenue Bellingham, WA 98225 Phone: 360-778-6600 FAX: 360-778-6601 Email: belfo@co.whatcom.wa.us	Doug Chadwick, Undersheriff 311 Grand Avenue Bellingham, WA 98225 Phone: (360) 778-6618 Email: dchadwick@co.whatcom.wa.us
	Jacque Korn, Financial Accountant Whatcom County Sheriff's Office 311 Grand Avenue Bellingham, WA 98225-4078 Phone: 360-778-6607 Email: jkorn@co.whatcom.wa.us

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
James Griffin, Patrol Captain Mt. Baker-Snoqualmie National Forest 2930 Wetmore Ave, Suite 3A Everett, WA 98201 Telephone: 425-783-6090 FAX: 425-783-6098 Email: james.griffin@usda.gov	Cindy Orlando, Program Assistant Mt Baker-Snoqualmie National Forest 2930 Wetmore Ave. Suite 3A Everett, WA 98201 Telephone: 425-783-6092 FAX: 425-783-6098 Email: cindy.orlando@usda.gov
U.S. Forest Service Agreement Contact	
Amy Verellen, Grants Management Specialist 215 Melody Lane Wenatchee, WA, 98801 Phone: (509) 664-9231 Email: amy.verellen@usda.gov	

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

\$78.00 / hour overtime rate

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Whatcom County and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.
- B. Patrol services shall be provided from May through September. Officers should use discretion when the weather is bad or the activity level is otherwise low to adjust or even shorten their shift accordingly.
1. Patrol on following U.S. Forest Service roads:
 - a. Baker Lake Road from the County line north to the end, this should include checks at roadside dispersed campsites
 - b. Forest Road 1106 to Kulshan Campground and Boat Launch, continue across the dam for a couple miles
 - c. Spur Road of Forest Road 1106 to Depression Lake
 - d. Forest Road 1122 to the area of Lower Sandy recreation area
 - e. Forest Road 1130 to Hot Springs



- f. Forest Road 1152 across from Shannon Creek Campground for approximately 1 mile.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

- a. Horseshoe Cove Campground
- b. Bayview Campground
- c. Boulder Creek Campground
- d. Panorama Point Campground and Boat Launch
- e. Park Creek Campground
- f. Swift Creek Campground and Boat Launch
- g. Shannon Creek Campground
- h. Dispersed recreation sites adjacent to Baker Lake

Total reimbursement for this category shall not exceed the amount of: **\$21,900.00.**

III. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Whatcom County whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team



managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Whatcom County will submit invoices for reimbursement of services provided under Section II of this agreement monthly to:

USDA Forest Service, Albuquerque Service Center
Payments-Grants and Agreements
101B Sun Avenue, NE
Albuquerque, NM 87107
Email: SM.FS.asc_ga@usda.gov (*preferred method*)

Invoices may also be faxed to:

1-877-687-4894
Fax coversheet should be addressed to:
USDA Forest Service
ASC-Payments-Grants and Agreements

- B. Whatcom County will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be sufficient detail to allow the U.S. Forest Service to verify expenditures authorized under Section II. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

The statement should be sent to the following:

USDA Forest Service
Law Enforcement & Investigations
Attn: James V. Griffin, Patrol Captain



2930 Wetmore Ave. Ste 3A
Everett, WA 98201
Email: james.griffin@usda.gov
cc: cindy.orlando@usda.gov (*preferred method*)

- C. For reimbursement of services provided under Sections III-B-1 and III-B3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- D. For reimbursement of Fire Emergency services provided under Section III. B. 2 of this agreement, the following billing procedure will be used:

1. Rates: The rates of reimbursement for fire emergencies are specified in Section I. Where seasonal and/or reserves are used and actual expenses are less than the stated rate, actual expenses will be billed and reimbursed.

2. Fire Billing Documentation: Invoices for reimbursement of services for each incident must include agency name, fire number, job code, invoice date, brief description of the services provided, mileage, other authorized expenses, amount of payment request, agreement number, a copy of the current operating plan and individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed-upon form. Other authorized expenses must be documented and approved by an Agency Representative.

All incident shift tickets and expenses must be approved by incident management personnel who will then prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment to the Albuquerque Service Center, Incident Finance, along with a copy of the current Operating Plan.

Original documentation will be maintained by the U.S. Forest Service in the appropriate fire documentation files or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

Whatcom County will be listed and maintain currency in the System for Award Management database accessible through the internet at <http://www.sam.gov>.

- E. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed
Patrol Activities	\$21,900.00	\$21,900.00
Training	N/A	N/A
Equipment	N/A	N/A
Special Enforcement Situations	N/A	N/A
Total	\$21,900.00	\$21,900.00



- F. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- G. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

Bu E 4-26-20
 BILL ELFO, Sheriff Date
 Whatcom County Sheriff's Office

Approved by email / BW / JK 4/1/20
 BRANDON WALDRON, Civil Deputy Date
 Prosecuting Attorney, Whatcom County

 SATPAL SINGH SIDHU, Executive Date

STATE OF WASHINGTON)
) ss
)

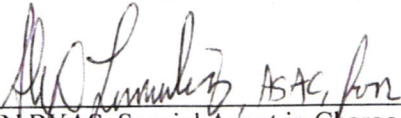
On this ____ day of _____, 20____, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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



JAMIE KINGSBURY, Forest Supervisor
U.S. Forest Service, Mt. Baker-Snoqualmie NF

Date


JOHN BYAS, Special Agent in Charge
U.S. Forest Service, Pacific Northwest Region

3/10/2020
Date

The authority and format of this agreement (Mod. 005, Agreement No.: 16-LE-11060500-018) have been reviewed and approved for signature.


KELLY M. UNDERWOOD
U.S. Forest Service Grants Management Specialist

2/20/2020
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-182

File ID:	AB2020-182	Version:	1	Status:	Agenda Ready
File Created:	04/10/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Sustainable Connections to provide commercial waste reduction, recycling, and food waste recovery initiatives, in the amount of \$95,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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

Attachments: Memo, Contract



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Sustainable Connections – Commercial Waste Reduction, Recycling and Food Waste Recovery Program Contract

DATE: May 11, 2020

Attached is a contract between Whatcom County and Sustainable Connections for your review and signature.

- **Background and Purpose**

Consistent with recommendations in the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan, Whatcom County intends to contract with Sustainable Connections to implement the countywide commercial sector waste reduction, recycling, and food waste recovery program. This program provides commercial waste audits, detailed technical waste assessments, action plans, and performance evaluations for companies to effectively reduce, reuse and recycle, and to divert food waste organics from landfilling to community members experiencing food insecurity.

- **Funding Amount and Source**

Funding for this contract, in an amount not to exceed \$65,000 for waste reduction and recycling activities and \$30,000 for food waste recovery, is provided by the Solid Waste Excise Tax. These funds are included in the 2020-2021 budgets. Council approval is required as funding exceeds \$40,000.

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

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 854080 Solid Waste Infrastructure	
Contract or Grant Administrator:		Jeff Hegedus	
Contractor's / Agency Name:		Sustainable Connections	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		Yes <input type="checkbox"/> No <input type="checkbox"/>
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		If No, include WCC: _____	
Already approved? Council Approved Date: _____		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s): _____		CFDA#: _____
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s): _____		
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Contract Cost Center: 140203	
If yes, RFP and Bid number(s): 20-09			
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input 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): \$ 95,000		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$			
Total Amended Amount: \$			
Summary of Scope: This contract provides funding to support efforts to increase participation in commercial waste reduction and recycling programs, focusing primarily on waste organics and construction and demolition programs.			
Term of Contract: 1 Year		Expiration Date: 06/30/2021	
Contract Routing:			
1. Prepared by: JT		Date: 03/25/2020	
2. Health Budget Approval: KR		Date: 04/03/2020	
3. Attorney signoff: RB		Date: 04/06/2020	
4. AS Finance reviewed: M Caldwell		Date: 04/08/2020	
5. IT reviewed (if IT related):		Date:	
6. Contractor approved: Derek Long		Date: 04/07/2020	
7. Submitted to Exec.:		Date:	
8. Council approved (if necessary):		Date:	
9. Executive signed:		Date:	
10. Original to Council:		Date:	

**CONTRACT FOR SERVICES AGREEMENT
Between Whatcom County and Sustainable Connections**

Sustainable Connections, 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 13,
Exhibit B (Compensation), pp. 14 to 15,
Exhibit C (Certificate of Insurance).

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 July, 2020**, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the **30th day of June, 2021**.

The general purpose or objective of this Agreement is to **provide waste reduction, recycling and food waste recovery technical assistance, education services, and collection and distribution activities** as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed **\$95,000**. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

CONTRACTOR:

Sustainable Connections
1701 Ellis Street #221
Bellingham, WA 98225

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

Derek Long, Executive Director

WHATCOM COUNTY:
Recommended for Approval:

John Wolpers, Environmental Health Manager Date

Erika Lautenbach, Department Director Date

Approved as to form:

Agreed by Royce Buckingham via email / JT 04/06/2020
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Sustainable Connections

Derek Long, Executive Director
(360) 647-7093

DerekL@sustainableconnections.org

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension:

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

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided

in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

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

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards:

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

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

33.1 Right to Review:

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

34.1 Proof of Insurance:

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

Property Damage per occurrence - \$500,000.00 (this amount may vary with circumstances)

General Liability & Property Damage for bodily injury- \$1,000,000.00 (this amount may vary with circumstances)

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

- a. Professional Liability - \$1,000,000 per occurrence: Not Applicable

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 subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

35.1 Non-Discrimination in Employment:

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

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

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to

his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:

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.

37.2 Notice:

Any notices of communications required or permitted to be given by this contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

To: Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attention: Jeff Hegedus, Environmental Health Supervisor
360-778-6044
JHegedus@co.whatcom.wa.us

To: Sustainable Connections
1701 Ellis Street, Suite 221
Bellingham, WA 98225
Attention: Derek Long, Executive Director
360-647-7093 x 101
derek@sustainableconnections.org

Any such notice or communication shall be deemed to have been given on the (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic submission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to home a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

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

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

38.3 E-Verify: 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 Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Unless otherwise specified herein, this Agreement shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
SCOPE OF WORK

I. Background

In support of the county objective of achieving a 50% waste reduction and recycling rate, and consistent with recommendations in the Whatcom County Comprehensive Solid and Hazardous Waste Management Plan, the Commercial Waste Reduction, Recycling and Food Waste Recovery Programs will decrease countywide waste by providing commercial waste audits, detailed technical waste assessments, action plans, and performance evaluations for companies operating in all sectors, and divert waste food organics from landfills to community members experiencing food insecurity. The purpose of this contract is to increase participation in commercial waste reduction and recycling efforts and waste organics recovery programs.

II. Statement of Work

Commercial Waste Reduction & Recycling Program

The Contractor will conduct commercial waste audits and provide waste reduction and recycling technical assistance services to approximately 80 businesses that will include newly recruited businesses and support services for existing Toward Zero Waste (TWZ) businesses in all sectors, with emphasis in the construction, food service, and hospitality/events industries. Activities for each business will include:

1. Facilitate detailed waste assessments and action plans:
 - a. Connect businesses and waste haulers to perform waste assessments;
 - b. Evaluate waste reduction measures (including recycling, composting, and source reduction), develop action plans; and
 - c. Coordinate peer learning opportunities (workshops, case studies, tours of model programs).
2. Support action plan implementation:
 - a. Support businesses' employee engagement activities (including signage, presentations);
 - b. Troubleshoot implementation challenges;
 - c. Share best practices and resources; and
 - d. Provide businesses with TZW decals, posters, and other materials to promote activities.
3. Evaluate business performance:
 - a. Partner waste haulers and business directors will provide detailed waste/recycling reports regularly and as needed to establish a baseline measure and allow performance tracking over the grant term; and
 - b. Use annual TZW participant web-based survey, phone follow-up, and site visits to determine change in waste generated from the businesses' perspective. Measure awareness and knowledge of opportunities, uncover barriers, and identify solutions.

In addition to providing the above waste audit and technical assistance services to individual business, the Contractor will:

4. Produce detailed TZW case studies and how-to kits:
 - a. Create a new guide for businesses to reduce single use plastics;
 - b. Design and distribute four detailed case studies documenting TZW practices; and
 - c. Make case studies and other resources available online and promote their availability to reduce printing impact.
5. Promote TZW brand and publicize results:
 - a. Acknowledge participants in media releases and Sustainable Connections' publications;
 - b. Share participants' successes with others interested in implementing TZW practices;
 - c. Share TZW branded materials with partners to promote county-wide TZW brand across workplaces, schools, and residences; and
 - d. Promote the TZW brand in a minimum of six monthly newsletters and six social media.
6. Work collaboratively with TZW partner agencies:
 - a. Seek out opportunities to partner with current recipients of county funding to achieve efficiencies and increase impact;
 - b. Share data and work plans to reduce and/or eliminate program overlap; and
 - c. Share contacts, leads as appropriate with the Whatcom County Envirostars Program.
7. Provide:
 - a. Four Toward Zero Waste Workshops – 20 attendees each (80 total);
 - b. One Integrated Toward Zero Waste and Sustainable Practices Workshop – 25 attendees;
 - c. One new Toward Zero Waste guide for businesses detailing best practices for reducing or eliminating single use plastics;
 - d. Four case studies highlighting successful new Toward Zero Waste participants and industries.

Food Recovery Program

The Contractor will divert surplus food from landfill by collecting edible food from food producers, schools, restaurants, caterers, and public schools for redistribution to community members experiencing hunger insecurity. Efforts will be made to divert foods not fit for human consumption to animal feed. Contractor will:

1. Recruit five to ten new businesses annually to participate in the Food Recovery Program:
 - a. Conduct outreach and recruitment to food producers, restaurants, caterers and events and inform them of options to divert surplus food from landfill;
 - b. Train businesses how to safely donate prepared, edible food;

- c. Train businesses and volunteers how to correctly and accurately record the data for the number of pounds of collected/donated and as needed, the categories of foods;
 - d. Acknowledge participating business in media releases and Contractor publications;
 - e. Share participants' successes with others interested in implementing TZW practices; and
 - f. Promote the Food Recovery Initiative brand in a minimum of six monthly newsletters and six social media.
2. Work with businesses to divert their inedible food waste to compost instead of landfills:
- a. Integrate the traditional TZW Program with food recovery to ensure that all edible foods are safely recovered and redistributed to members of our community experiencing hunger insecurity. Divert an estimated 50,000 pounds of food from the landfill and provide 20,000 meals to vulnerable community members;
 - b. Provide education and assistance to divert any foods fit for animal consumption to the farm community for animal feed. Sustainable Connections will leverage their Food and Farming Program contacts to partner food producers and restaurants with local farmers. Divert 8,000 pounds of food from the landfill for animal consumption; and
 - c. Provide education and assistance for businesses to implement a robust composting program that ensures any foods not fit for human or animal consumption are diverted to commercial composting instead of a landfill.
3. Recruit between two to four events with attendance of at least 75 people to divert food and organics from landfill.
- a. Integrate the traditional TZW program with food recovery to ensure that all edible foods are safely recovered and redistributed to members of our community experiencing hunger insecurity from these events; and
 - b. Provide education and assistance for events to implement a robust composting program that ensures that any foods not fit for human or animal consumption are diverted to commercial composting instead of a landfill.
4. Collect and record data:
- a. Use already existing Squatch Food Waste food recovery mobile and desktop application to collect and record data;
 - b. Use supplemental manual tracking procedures, as necessary and train food producers, restaurant caterers on how to record the necessary data; and
 - c. Provide to Whatcom County and individual businesses, the total number of pounds of food recovered and the recipient agency provided to.
5. Survey participating entities annually in person, by phone, or electronically to assess opportunities for improvement;
6. Promote Food Recovery Initiative and Squatch Food Waste brands and publicize results:

- a. Acknowledge participating businesses in media releases and Sustainable Connections' publications;
- b. Share participants' successes with other businesses interested in implementing TZW practices;
- c. Promote the Food Recovery Initiative in a minimum of six monthly newsletters and six social media; and
- d. Conduct two food waste workshops – one directed at the general public targeting 25 – 40 participants and one directed at the business community targeting between 10 – 20 participants.

III. Reporting Requirements

Contractor shall report to the County on program activities on a quarterly basis during the contract period. Reports should include a list of businesses recruited and supported, the sector (construction, food, hospitality/events, other), and qualification of their baseline and waste reduction goals and achievements. Contractor will describe the additional activities completed and provide a copy of the toolkit. Reports are due on April 15th, July 15th, October 15th, and January 15th.

EXHIBIT "B"
COMPENSATION

I. **Budget and Source of Funding:** The source of funding for this contract, in the amount not to exceed \$95,000, is Solid Waste Excise Tax revenue.

II. **Budget:**

The budget for this cost reimbursement contract is as follows:

Commercial Waste Reduction and Recycling Programs:

Line Item	Documentation Required with Invoice	Budget
Personnel – salaries & benefits	Detailed General Ledger Report	\$57,691
Mileage	Mileage Log - Mileage will be billed at the current IRS rate available at http://www.gsa.gov/portal/category/104715	\$400
Supplies – Including bins, plaques, flags for Whatcom County businesses and events	General Ledger Report, Invoices, or Receipts	\$500
Printing – signs, fliers, info sheets on Waste Reduction for Whatcom County businesses and events	General Ledger Report, Invoices, or Reports	\$500
Subtotal		\$59,091
Indirect Costs at 10%		\$5,909
TOTAL		\$65,000

Food Recovery Initiative Program:

Line Item	Documentation Required with Invoice	Budget
Personnel – salaries & benefits	Detailed General Ledger Report	\$24,773
Mileage	Mileage Log - Mileage will be billed at the current IRS rate available at http://www.gsa.gov/portal/category/104715	\$800
Supplies – Including bins, plaques, flags for Whatcom County businesses and events	General Ledger Report, Invoices, or Receipts	\$1,200
Printing – signs, fliers, info sheets on Waste Reduction for Whatcom County businesses and events	General Ledger Report, Invoices, or Reports	\$500
Subtotal		\$27,273
Indirect Costs at 10%		\$2,727
TOTAL		\$30,000

III. **Invoicing:**

1. The Contractor shall submit itemized invoices on a quarterly basis in a format approved by the County. Quarterly 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. Invoices must also include the quarterly reports outlined in "Exhibit A – Scope of Work", Section III. Reporting Requirements; reports must include a log of participant signatures for any Toward Zero Waste and/or Sustainable Practices workshops conducted or case studies produced during each quarter.

2. The Contractor shall submit invoices to *(include contract/PO #)*:

Attention: Business Office – HL-BusinessOffice@whatcomcounty.us
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225

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 "C"
INSURANCE

Non Profit Insurance Program

CERTIFICATE OF COVERAGE

Issue Date 4/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERTS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE 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 coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY American Alternative Insurance Corporation, et al.
Sustainable Connections 1701 Ellis Street #221 Bellingham, WA 98225	MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-09	6/01/2018	6/01/2020	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-09	6/01/2018	6/01/2020	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-09	6/01/2018	6/01/2020	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	\$1,000,000
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	N1-A3-RL-0000060-09	6/01/2018	6/01/2020	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Regarding contracted services for Commercial Waste Reduction, Recycling, and Food Waste Recovery Program. Whatcom County is named as Additional Insured regarding these services only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Waiver of Transfer of Rights is attached.					

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.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Whatcom County 509 Girard St Bellingham, WA 98225	

**AMERICAN ALTERNATIVE
INSURANCE COMPANY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
(GENERAL LIABILITY)**

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-09	Endorsement Effective 6/1/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

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

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

Whatcom County
509 Girard St
Bellingham, WA 98225

Regarding contracted services for Commercial Waste Reduction, Recycling, and Food Waste Recovery Program. Whatcom County is named as Additional Insured regarding these services only and is subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Waiver of Transfer of Rights is attached.

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

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

All other terms and conditions remain unchanged.

**AMERICAN ALTERNATIVE
INSURANCE CORPORATION**

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

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number N1-A2-RL-0000013-09	Endorsement Effective 6/1/2018

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

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

Schedule

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

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

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

All other terms and conditions remain unchanged.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-183

File ID:	AB2020-183	Version:	1	Status:	Agenda Ready
File Created:	04/14/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Agreement		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Pioneer Human Services to lease the Whatcom County Behavioral Health Crisis Triage Center, in an annual amount of \$10,056

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

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



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Pioneer Human Services – Behavioral Health Triage Center Lease Agreement

DATE: April 14, 2020

Attached is a lease agreement between Whatcom County and Pioneer Human Services for your review and signature.

- **Background and Purpose**

This lease agreement is for the Behavioral Health Triage Center, operated by Pioneer Human Services. Pioneer Human Services leases the entire building and provides substance withdrawal management services. Pioneer Human Services also sublets a portion of the facility to Compass Health for the provision of mental health stabilization services. The location of the center is in the northwest corner of the Whatcom County Jail Work and Triage Center at 2030 Division Street in Bellingham.

- **Funding Amount and Source**

Pioneer Human Services will be paying a nominal rent of \$100/month and contributing toward the utilities for this facility, for a total of \$10,056 annually. These funds are included in the 2020 budget and as this is a lease agreement, Council approval is required.

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

Encl.



WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____																			
Originating Department:		85 Health																			
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855020 Mental Health																			
Contract or Grant Administrator:		Kathleen Roy																			
Contractor's / Agency Name:		Pioneer Human Services																			
<div style="display: flex; justify-content: space-between;"> <div> Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> </div> <div> If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____ </div> <div> Yes <input type="checkbox"/> No <input type="checkbox"/> </div> </div>																					
<div style="display: flex; justify-content: space-between;"> <div> Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Already approved? Council Approved Date: _____ </div> <div> If No, include WCC: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) </div> </div>																					
<div style="display: flex; justify-content: space-between;"> <div> Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </div> <div> If yes, grantor agency contract number(s): _____ CFDA#: _____ </div> </div>																					
<div style="display: flex; justify-content: space-between;"> <div> Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </div> <div> If yes, Whatcom County grant contract number(s): _____ </div> </div>																					
<div style="display: flex; justify-content: space-between;"> <div> Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </div> <div> If yes, RFP and Bid number(s): _____ </div> <div> Contract Cost Center: 124114 </div> </div>																					
<div style="display: flex; justify-content: space-between;"> <div> Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> </div> <div> If no, include Attachment D Contractor Declaration form. </div> </div>																					
If YES, indicate exclusion(s) below: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). </div> <div style="width: 50%;"> <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. </div> </div>																					
Contract Amount:(sum of original contract amount and any prior amendments): \$ 10,056		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.																			
This Amendment Amount: \$																					
Total Amended Amount: \$																					
Summary of Scope: The purpose of this agreement is to lease the County-owned Behavioral health Triage Center to Pioneer Human Services. The location of the center is the northwest corner of the Whatcom County Jail Work and Triage Center at 2030 Division Street in Bellingham.																					
Term of Contract: 1 Year		Expiration Date: 06/30/2021																			
Contract Routing:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Prepared by: JT</td> <td style="width: 30%;">Date: 03/30/2020</td> </tr> <tr> <td>2. Attorney signoff: RB</td> <td>Date: 04/03/2020</td> </tr> <tr> <td>3. AS Finance reviewed: M Caldwell</td> <td>Date: 4/7/2020</td> </tr> <tr> <td>4. IT reviewed (if IT related):</td> <td>Date:</td> </tr> <tr> <td>5. Contractor signed:</td> <td>Date:</td> </tr> <tr> <td>6. Submitted to Exec.:</td> <td>Date:</td> </tr> <tr> <td>7. Council approved (if necessary):</td> <td>Date:</td> </tr> <tr> <td>8. Executive signed:</td> <td>Date:</td> </tr> <tr> <td>9. Original to Council:</td> <td>Date:</td> </tr> </table>		1. Prepared by: JT	Date: 03/30/2020	2. Attorney signoff: RB	Date: 04/03/2020	3. AS Finance reviewed: M Caldwell	Date: 4/7/2020	4. IT reviewed (if IT related):	Date:	5. Contractor signed:	Date:	6. Submitted to Exec.:	Date:	7. Council approved (if necessary):	Date:	8. Executive signed:	Date:	9. Original to Council:	Date:
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BEHAVIORAL HEALTH TRIAGE CENTER
LEASE AGREEMENT

Whatcom County Contract No.

Pioneer Human Services, hereinafter called **Lessee**, and Whatcom County, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 6,
Exhibit A (Certificate of Insurance), p. 7.

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

The term of this Lease shall commence on the 1st of July, 2020, and shall, unless terminated or renewed as elsewhere provided in this agreement, terminate on the 30th day of June, 2021.

The general purpose or objective of this Agreement is to **lease property at the northwest corner of the Whatcom County Jail Work & Triage Center located at 2030 Division Street in Bellingham, Washington**, as more fully and definitely described in General Conditions – Paragraph 0.2 for the operation of the Whatcom County Behavioral Health Triage Center.

In consideration for the lease of property specified above, Lessee agrees to pay a total of \$10,056 per year which is divided into payments for rent at \$100 per month (\$1,200 per year) and utilities at \$738 per month (\$8,856 per year).

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 the 9th day of April, 2020.

LESSEE:

Pioneer Human Services



Anthony Wright, COO

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)



On this 9th day of April, 2020, before me personally appeared Anthony Wright to me known to be the Chief Operating Officer of Pioneer Human Services and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Susanne M Ward
NOTARY PUBLIC in and for the State of Washington, residing at
King County My commission expires Mar 28, 2023

LESSEE INFORMATION:

Pioneer Human Services
7440 West Marginal Way S
Seattle, WA 98108

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

WHATCOM COUNTY:

Recommended for Approval:

DEPARTMENT APPROVAL

Anne Deacon, Human Services Manager

Date

Erika Lautenbach, Director

Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: _____

Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Pioneer Human Services
7440 West Marginal Way S
Seattle, WA 98108

GENERAL CONDITIONS

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

0.1 Nature of Lease

The purpose of the lease is to establish Whatcom County Behavioral Health Crisis Triage Center (Center). The Center will provide co-located mental health and substance abuse crisis services to people experiencing behavioral health crises 24 hours per day, 365 days per year.

0.2 Property Description:

County, in consideration of the covenants and conditions herein set forth to be performed by Lessee, does hereby demise and let unto Lessee, all of the following-described property: Northwest corner of the Whatcom County Jail Work & Triage Center located at 2030 Division Street, Bellingham, Washington consisting of 5,907 square feet of the 40,000 square foot building.

0.3 Condition of Property:

Lessee has inspected the above-described property and accepts the premises in the condition prevailing on the date of the execution of this Lease.

0.4 Use of Premises:

Lessee, in consideration of the granting of this lease by County for the benefit of the citizens of Whatcom County, hereby understands and agrees that the only type of use or activity to be conducted upon the leased premises by Lessee and sub-lessee shall be that of a community behavioral health triage center for subacute detoxification and mental health stabilization. Failure of Lessee to perform this type of business within the facility, or cessation of such services, or carrying on other uses or activities without first obtaining a lease modification with County's written approval, shall constitute cause for default under the terms of this lease.

As further consideration for the granting of this lease, Lessee hereby agrees to properly and fairly serve the public, provide suitable services, and manage and operate the Center. Failure of Lessee to so serve the public shall be considered a breach of this clause and thereby constitute a cause for default. The Lessee agrees to maintain any required licenses in good standing and should the lessee lose any license required to provide facility services for any reason it shall be considered a basis for terminating this lease as called for in section 11.4 of this lease.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

This lease shall commence on the 1st day of July, 2020 and end on the 30th day of June, 2021, unless sooner terminated according to this agreement.

11.1 Termination for Default:

If the Lessee defaults by failing to perform any of the obligations of this lease or any other contract for services with County, 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 Lessee in the U.S. mail, first class postage prepaid, terminate the lease. Termination shall be effective as provided in section 11.4 below. 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 Lessee. The Lessee shall bear any extra expenses incurred by the County in terminating the lease, including all costs for any damage sustained, or which may be sustained by the County by reason of such default.

11.4 Termination of Lease:

This lease shall terminate as follows:

- A. At the expiration of the term of this lease.
- B. Upon the failure of Lessee to correct violations of any condition of this lease after 90 days written notice from the County.
- C. In the event that the County completes the newly constructed Crisis Stabilization Facility within the dates of this lease, the County will provide notice of not less than 30 days to the Lessee of the termination of this lease.

Series 30-39: Provisions Related to Administration of Agreement

- 30.2 Sub-lease:
Lessee may sublet a portion of the leased facility to other organizations providing compatible services upon written approval of County.
- 33.1 Right to Review:
This lease 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 County shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after lease termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. County 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 County, then the County agrees to notify the Administrative Officer as soon as it is practical.
- 34.1 Proof of Insurance:
The Lessee 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
 - Professional Liability insurance - \$1,000,000 occurrence/\$1,000,000 aggregate
- A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.
- 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 Lease:
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 County hereby appoints, and the Lessee 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:
- Perry Mowery, Human Services Supervisor
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
360-778-6059
PMowery@co.whatcom.wa.us
- 37.2 Laws, Permits, and Regulations:
Lessee agrees to comply with all applicable federal, state, county, or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals. Lessee agrees to conform to and

abide by all lawful rules, codes, laws and regulations in connection with its use of said premises and the construction of improvements and operation of Lessee's business thereon and not to permit said premises to be used in violation of any lawful rule, code, law, regulation or other authority.

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.

40.3 Disposition of Improvements at End of Lease:

Lessee shall have the right to remove all equipment, personal property and improvements which may have been placed upon the premises during the period of this lease provided that the same are removed before the lease is terminated and while the lease is in good standing. Any improvements not removed from the premises at the conclusion of the lease shall revert to the County. Leased premises shall be restored by Lessee to conditions prevailing at the time of commencement of the lease, normal wear excepted.

40.4 Utilities:

The County acknowledges that Lessee is providing an improved public service with the relocation of their services to Leased premises. It is the intention of the County that the cost of the Lessee to provide services in the leased facility shall not increase over prior facility costs. Lessee shall annually contribute \$8,856.00 to be applied by County toward the cost of utility services for the facility. County shall review the contribution amount annually and may increase the contribution by an amount not to exceed 3%.

40.5 Janitorial Services:

Janitorial services will be provided by Lessee. Services shall comply with standards established by Whatcom County Facilities Management. Failure of Lessee to meet these standards will result in County performing services and billing the cost of such service to Lessee.

Lessee shall be responsible for routine daily cleaning and housekeeping in the Center and shall on a continuing basis maintain high standards for sanitation as specified by Whatcom County Facilities Management. Lessee shall be responsible for providing all cleaning supplies, light bulbs, paper products, and any other consumable supplies to be used inside the facility.

Inspections of the facility by County will occur as deemed necessary by County. Any deficiencies in housekeeping noted during such inspections or at any other time will be corrected by Lessee in a timely manner. Failure of Lessee to respond in a timely manner will result in County performing services and billing the cost of such service to Lessee. For the purposes of this lease "timely manner" means 5 days or less unless a different duration is mutually agreed to.

Lessee shall be responsible for depositing all trash and garbage in the area marked for such purpose and providing for its removal on a regular basis. County shall provide janitorial services outside the facility. Lessee shall be responsible for the proper disposal of any bio-hazardous wastes in the Center.

40.6 Maintenance of Facilities:

A. County shall maintain the Center in good repair and tenantable condition during the term of this Lease, except in the case of damage caused by the Lessee, its clients, agents, or employees. For the purposes of so maintaining the Center, the County reserves the right at reasonable times to enter and inspect the Center and to make any necessary repairs to the building. Lessee agrees to reimburse County for damages caused by its employees, contractors, licensees, invitees, clients and agents. This paragraph shall not be construed as making Lessee responsible for the repair of normal wear and tear.

B. County shall perform preventive maintenance on facility throughout the year. Examples include but are not limited to air filter changes; heating unit checks, electrical and plumbing system checks.

C. Corrective maintenance is performed by County upon request by Lessee to restore facility components to operational condition. Lessee shall submit a work order to request corrective maintenance.

40.7 Access:

County reserves the right of access to the premises for the purpose of securing compliance with the terms of this lease.

- 40.8 Commit No Waste:
Lessee agrees not to allow conditions of waste and refuse to exist on the above-described premises and to keep the premises in a neat, clean and orderly condition and to be responsible for all damages caused to the leased premises by Lessee, its agents or any third party on the premises at the instance of Lessee.
- 40.9 Alterations:
No alterations may be made to the Center without written County authorization. County will perform or contract for any alterations. All improvements shall be made at the sole cost and expense of the Lessee.
- 40.10 Signs:
Lessee agrees that all signs will be designed and placed in accordance with County policy.
- 40.11 Hazardous Substances:
Lessee shall not keep on or about the premises, for use, disposal, treatment, generation, storage or sale any substances which are hazardous, toxic, harmful, or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Lessee shall be fully liable to County and shall indemnify, defend and save harmless the County and its officials and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, or sale of hazardous substances or that of Lessee's employees, agents or invitees. Breach of this provision shall entitle County to terminate this Lease. This provision shall not apply to properly stored cleaning or office supplies.
- 41.1 Severability:
If any term or condition of this lease 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 lease are declared severable.
- 41.2 Waiver:
Waiver of any breach or condition of this lease shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this lease 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 Lessee 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.
- 43.1 Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.
- 44.1 Survival:
The provisions of paragraphs 11.1, 11.2, 11.3 if utilized, 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, 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"
(INSURANCE)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2019

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 777 108th Ave NE, #200 Bellevue WA 98004	CONTACT NAME: Kim Lohr	FAX (A/C, No.): 425-451-3716	
	PHONE (A/C, No. Ext.): 425-454-3386	E-MAIL ADDRESS: Kim_Lohr@ajg.com	
INSURED Pioneer Human Services 7440 W. Marginal Way Seattle WA 98108	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company		18058
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 1286696137**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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK2034821	9/15/2019	9/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N N / A				PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: **Whatcom County Triage Center**. Leased premises at: 2030 Division Street, #B, Bellingham, WA 98226

Certificate Holder is included as an Additional Insured under General Liability coverage per blanket form #CG2026 (04-13) and under Professional Liability coverage per blanket form #PI-MANU-1 (01-00) but only as required in written contract with named insured.

General Liability and Professional Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability and Professional Liability.

CERTIFICATE HOLDER**CANCELLATION**Whatcom County
509 Girard Street
Bellingham WA 98225

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

AUTHORIZED REPRESENTATIVE

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-225

File ID:	AB2020-225	Version:	1	Status:	Agenda Ready
File Created:	05/20/2020	Entered by:	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	06/16/2020	Enactment #:			

Primary Contact Email: debergso@co.whatcom.wa.us <<mailto:debergso@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Action Cleaning Services to provide custodial service for outside buildings

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This contract amendment #6 is for the custodial services for Whatcom County outside buildings; Central Shop & Portable, NW Annex, Civic Center, Central Plaza, Health (509 Girard), Forest Street Annex & State Street Annex. It includes the Sheriff's Laurel Street station and WUECC. The amendment will also include extra cleaning services due to the Covid-19 pandemic. Facilities will be prepared to advertise and go out to bid for Custodial Services in October in anticipation of a January 1st 2021 start date. The amount needed for this amendment is \$163,738.32 for a new contract total of \$395,508.82.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Information Sheet, Contract Amendment

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: 360.778.5360
Fax: 360.778.5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

MEMORANDUM

TO: Satpal Singh Sidhu, County Executive

FROM: Rob Ney, Project & Operations Manager

RE: Contract – Custodial Services - Amendment

DATE: May 26, 2020

Enclosed for your review and signature are two (2) originals of the Contract Amendment #6 between Whatcom County and Action Cleaning Services for the purpose of providing custodial services for eight of Whatcom County's satellite buildings also to include Sheriff Laurel Street station and WUECC.

▪ **Background and Purpose**

This contract amendment #6 is for the custodial services for Whatcom County outside buildings; Central Shop & Portable, NW Annex, Civic Center, Central Plaza, Health (509 Girard), Forest Street & State Street Annex. It will include the Sheriff's Laurel Street station and WUECC. This continues the services to be provided for through December 31st, 2020 with a 4% increase. This is extension is to continue services as we currently have through the COVID-19 pandemic plus extra sanitize cleaning. Facilities is prepared to advertise and go out for Bid for Custodial Services in October for a November opening and January 1st start date.

▪ **Funding Amount and Source**

The amount needed for this contract amendment is \$163,738.32 for a new contract total of \$395,508.82. The contracted custodial services were approved in the 2019-2020 budgets in the amount of \$168,888.00/year. Sheriff's Office budget covers the cost of the Laurel Street Station and WUECC. Facilities Management will cover the cost of the COVID-19 costs and seek reimbursement when appropriate. This contract will need Council approval.

▪ **Differences from Previous Contract**

This project is a one-time agreement.

Please contact Rob Ney at extension 5365, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201603005-6

Originating Department:	Administrative Services								
Division/Program: (i.e. Dept. Division and Program)	Facilities Management 505030								
Contract or Grant Administrator:	Rob Ney								
Contractor's / Agency Name:	Action Cleaning Services								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201603005-5									
Does contract require Council Approval? Yes <input type="radio"/> No <input checked="" type="radio"/> If No, include WCC: 3.08.100									
Already approved? Council Approved Date: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): CFDA#:									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s):									
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): 15-66 Contract Cost Center: 50790									
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>		<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	<input type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).								
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.								
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.								
<input type="checkbox"/> Interlocal Agreement (between Governments).									
Contract Amount:(sum of original contract amount and any prior amendments): \$ 231,770.50 This Amendment Amount: \$ 163,738.32 Total Amended Amount: \$ 395,508.82	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:									
This Contract Amendment #6 is between Whatcom County and Action Cleaning is for the Custodial Services at Whatcom County Outside buildings. Central Shop & Portable, NW Annex, Civic Center, Central Plaza, Health (509 Girard), Forest Street, State Street Annex, WUECC & Laurel St. Station and will include extra cleaning for the COVID-19.									
Term of Contract: Expiration Date: 12/31/20									

Contract Routing:	1. Prepared by: Dee Ebergson 2. Attorney signoff: approved / BW / 4.9.20 / email 3. AS Finance reviewed: approved / BB / email 4. IT reviewed (if IT related): 5. Contractor signed: 6. Submitted to Exec.: 7. Council approved (if necessary): 8. Executive signed: 9. Original to Council:	Date: 4/09/20 Date: 4.9.20 Date: 5.18.20 Date: Date: Date: Date: Date:
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**CONTRACT AMENDMENT #6
ACTION CLEANING SERVICES
Between Whatcom County and Action Cleaning Services**

This AMENDMENT is to the Contract made between Whatcom County and Action Cleaning Services, dated March 23, 2016 and designated "Whatcom County Contract No. 201603005." In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment increases the original Exhibit A, scope of work and Exhibit B, compensation, the attached document referred to as Exhibit B will be considered an addition to the original contract document, hereby referenced and made a part of this Agreement.

This amendment will:

- Extend the expiration date to December 31, 2020 with a 4% increase
- Include the Sheriff satellite station increased to two times per week
- Include the Unified Emergency Management
- Include extra daytime cleaning services for Covid19 response

Maximum consideration for this contract amendment is increased by no more than \$163,738.32 including applicable Washington State Sales Tax. The total of the contract including amendments will be for \$395,508.82 including applicable WSST.

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

This Amendment takes effect March 1st, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Action Cleaning have executed this Agreement on the date and year below written.

DATED this ____ day of _____, 20 ____.

CONTRACTOR:

Action Cleaning Services

Address:

2009 Iron Street
Bellingham WA 98225

Mailing Address:

2009 Iron Street
Bellingham WA 98225

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

Chad Parker, Owner

WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Action Cleaning Services

Mailing Address:
2009 Iron Street
Bellingham WA 98225

Contact Name:
Chad Parker, Owner

Contact Phone:
(360) 647-3226

Contact Fax:
(360) 671-9184

EXHIBIT "A"

(Scope of Work)

Action Cleaning agrees to continue to perform cleaning services for Forest Street, Civic Center, Health Department Girard, Central Shop & Portable, Central Plaza, State Street Annex and the Northwest Annex with the inclusion of Laurel Street Station and Unified Emergency Management.

Extend the expiration date to December 31, 2020, includes a 4% increase

Include the Sheriff satellite station and increased to two times per week

Include the Unified Emergency Management per original amendment

Include extra daytime cleaning services for Covid19 response

Duties include sanitizing public areas of the Courthouse, Forest Street, Health Girard, Health State Street, Northwest Annex, Central Plaza and Civic Center.

EXHIBIT "B"
(COMPENSATION)

The maximum consideration for this amendment shall not exceed one hundred forty one thousand four hundred sixty nine dollars and thirty-eight cents (\$141,469.38) for a contract total of three hundred seventy three thousand two hundred thirty nine dollars and eighty-eight cents per year (\$373,239.88) including applicable Washington State Sales Tax.

Outside buildings	\$15,076.09/mo. For 9 months
WUECC	\$ 1,092.63/mo. For 9 months
Laurel	\$ 357.76/mo. For 9 months
Extra Cleaning COVID-19	\$ 25.00/hr. Not to exceed \$15,000

The Contract Number, set forth, shall be included on all billings or correspondence in connection therewith.

Contractor may bill the County progressively not more than once per month (30 days).

Progressive billings will be for the amount of work completed.

Contractor must submit a Payment Form, to be provided by Whatcom County facilities management, as an invoice for payment in addition to contractor's own invoice for payment in addition to supporting documentation as to the level of work completed on this project.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-228

File ID:	AB2020-228	Version:	1	Status:	Agenda Ready
File Created:	05/26/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Kulshan Supported Employment to provide services to adults with developmental disabilities in the estimated annual amount of \$1,066,912 for an estimated total amended contract amount of \$4,533,257

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Memo to Executive, Contract Amendment #4



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Kulshan Supported Employment – Services to Individuals with Developmental Disabilities Contract Amendment #4

DATE: May 28, 2020

Attached is a contract amendment between Whatcom County and Kulshan Supported Employment for your review and signature.

▪ **Background**

This contract provides “Pathways to Employment” and “Community Inclusion” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals to pursue and maintain paid employment in integrated community settings. Community Inclusion services are designed to increase participation and inclusion in the community. In January 2020, 325 adults in Whatcom County received employment services (80% of whom are employed and earning wages) and 32 individuals received community inclusion services.

▪ **Purpose**

These are Medicaid entitlement services provided to COVID-vulnerable clients. Council approval is required prior to 7/1/2020 in order to continue these services. Clients authorized under the County contract are approved for a Federal program, managed by the Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA), which provides them access to a set of required services, including the services provided through this contract. By accepting revenue from DSHS, the County is obligated to continue to provide these services. Kulshan Supported Employment is one of four community providers offering these services and the purpose of this amendment is to renew the contract for an additional year.

▪ **Funding Amount and Source**

The source of funding for this contract is the Washington State DSHS/DDA. Funding includes state dollars and federal Medicaid Match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however, the estimated authorized service level is \$1,066,912. Council approval is required as estimated funding exceeds 10% of the previously approved budget.

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

Encl.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201706011 – 4

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855050 Developmental Disabilities	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Kulshan Supported Employment	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	201706011	
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		201906024
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		673800
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	16-18	
Is this agreement excluded from E-Verify?		No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when :	
Varies depending on number of clients and types of services authorized.		1. Exercising an option contained in a contract previously approved by the council.	
		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
		3. Bid or award is for supplies.	
		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract provides funding for services designed to assist eligible individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings.			
Term of Contract:	1 Year		Expiration Date: 06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 04/29/2020
	2. Health Budget Approval	KR	Date: 05/21/2020
	3. Attorney signoff:	RB	Date: 05/22/2020
	4. AS Finance reviewed:	M Caldwell	Date: 05/22/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:

Kulshan Supported Employment
310 Iowa Street
Bellingham, WA 98225

AMENDMENT NUMBER: 4

CONTRACT PERIODS:

Original: 07/01/2017 – 06/30/2018

Amendment #1: 10/01/2017 – 06/30/2018

Amendment #2: 07/01/2018 – 06/30/2019

Amendment #3: 07/01/2019 – 06/30/2020

Amendment #4: 07/01/2020 – 06/30/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit B (revised Exhibit B is attached) – Compensation as follows:
 - a. Increase hourly rate for Individual Employment from \$70 to \$71/hour and Community Inclusion from \$34 to \$35/hour.
 - b. Amend Section V: Reimbursement Rates for Projects and Other Service to add reimbursement for Job Foundation Activities and Projects. These are activities defined by the original Individual Supported Employment services outlined in Section II. Service Types of the original Scope of Work and Section 8 (2) of the current program agreement between DSHS/DDA and the County (Contract #201906024). Eligibility criteria for participants is expanded in accordance with the State Contract.
3. All other terms and conditions remain unchanged.
4. The effective start date of the amendment is 07/01/2020.

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

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

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

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

FOR THE CONTRACTOR:

	Matt Carlson, Director	
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

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

CONTRACTOR INFORMATION:

Kulshan Supported Employment
310 Iowa Street
Bellingham, WA 98225
(360) 739-8145
staff@kulshansupportedemployment.org

Exhibit B – Amendment #4
(COMPENSATION)

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA). Total compensation for the contract is variable, depending upon the number of clients and service levels authorized by DSHS/DDA and the County. This is a vendor agreement and not a sub-recipient agreement.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients:

1. Service levels are individualized, based on assessed client need;
2. The service hours authorized for each client is mutually agreed upon by DDA, the County, and the Contractor;
3. Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020;
4. Funding is allocated for services delivered to an individual client. The client's service allocation and funding will follow the client in the event that they choose to receive services through another Contractor;
5. The billing unit for services is hourly.

I. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format approved by the County. A complete billing includes both an invoice coversheet and attached client services documentation. The Contractor shall send invoices and service documentation to the following address:

Jessica Lee, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
jlee@co.whatcom.wa.us

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than 45 days after the last day of the month in which the services were provided.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15, following the end of the County fiscal year (December 31).
4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the contract or after its termination.
5. The Contractor shall not bill the county for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation Social Security Work Incentives such as Plans for Achieving Self Support (PASS) or Impairment Related Work Expense (IRWE). The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
6. 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.

7. A total annual funding authorization for all clients will be communicated to the Contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment.

Expenditures may not exceed the total funding approved by the County and in no case will exceed the total available funding restricted to these services.

II. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County billing and reporting process in the format approved by the County. Data elements and definitions for each category of services are outlined by DSHS/DDA in the Case Management Information System (CMIS) billing instructions found at: <https://www.dshs.wa.gov/dda/county-best-practices>.
2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in the WAC.
2. Service levels proposed by the Contractor must be approved by the County and authorized by the DDA Case Resource Manager (CRM).
3. Payment will be made on an hourly basis for all staff support hours provided, up to but not to exceed, the monthly support hours authorized for each client.
4. Authorized service levels documented in the DSHS/Case Management Information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.
5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.
6. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses or benefits.
7. The contractor agrees to assign to the County, its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX Programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County (see Exhibit D).

IV. Reimbursement Rates for Pathways to Employment and Community Inclusion Services

Service Type	Description	Rate	Fund Source
A. Individual Employment	Individualized staff support authorized <u>up to 30 hours</u> * a month per client.	\$71 /hour	DSHS/DDA
B. Individual Employment Exceptional Service level	For every 10 hour increment above 30*, the hourly rate will be reduced as described below. Minimum hourly rate is \$35/ hour for IE services. a. 31-40 hour= \$60/ hour b. Additional reduction of \$5/ hour for every 10 hour increment above 40. Example: 41-50 hours \$55/ hour; 51-60 hours=\$50/ hour	Variable \$35-\$60/ hour	DSHS/DDA
C. Group Supported Employment	Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized	\$65/hour	DSHS/DDA
D. Community Inclusion	Individualized support in integrated community settings	\$35/hour	DSHS/DDA

*Both the rate and the service level are attached to the client's authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 30 (or another 10 hour increment), the lower hourly rate will still apply. Exceptional service hours may be limited by funding availability and DSHS/DDA approval.

V. Reimbursement Rates for Projects and Other Services

Activity	Description	Reimbursement	Funding
A. Staff Training	Training for Contractor's staff for the purpose of improving or enhancing job-related knowledge and skills. Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide	Reimbursement for costs, pre-approved by the County.	DSHS/DDA and local funds
B. Partnership Projects	Hourly consultation with school districts, families, employers to improve the transition of young to adults from school to work and adult services.	\$71/hour not to exceed hours authorized by the County Billable activities include those listed in Exhibit A, Scope of Work, Section III B.	DSHS/DDA and local funds
C. Job Foundation Report	Completed Job Foundations Report. (Reporting form can be found at the DSHS/DDA County Best Practices website). Activities which contribute to the development of the report include those listed in Exhibit A – Scope of Work, Section III (B).	\$2,400 per authorized student enrolled in the County School to Work Program in accordance with the rate set by the State, upon acceptance of the report by the County.	DSHS/DDA and local funds
D. Job Foundation – Employment Outcome	Outcome payments for “High Acuity” students placed in paid employment by the following date of the student’s school exit year: a. By September 30 b. Between October through December c. Between January through March d. Between April through June	In accordance with the rates set by the State: a. \$1,500 b. \$1,000 c. \$500 d. \$250 e. An Additional payment of \$1,000 if client is working ten hour of work per week or more.	DSHS/DDA and local funds
E. Agency Start up	COVID-19 related projects that support or directly benefit an agency or client. Examples include equipment purchases, agency administrative support, benefits planning and generic job development	As approved by the County and the State, and based on written authorization detailed in Exhibit B of the Program Implementation Guide .	DSHS/DDA and local funds



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-229

File ID:	AB2020-229	Version:	1	Status:	Agenda Ready
File Created:	05/26/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Washington Vocational Services to provide services to adults with developmental disabilities in the estimated annual amount of \$258,093 for an estimated total amended contract amount of \$449,318

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Contract Amendment #1



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Washington Vocational Services – Services to Individuals with Developmental Disabilities Contract Amendment #1

DATE: May 28, 2020

Attached is a contract amendment between Whatcom County and Washington Vocational Services for your review and signature.

▪ **Background**

This contract provides “Pathways to Employment” and “Community Inclusion” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals to pursue and maintain paid employment in integrated community settings. Community Inclusion services are designed to increase participation and inclusion in the community. In January 2020, 325 adults in Whatcom County received employment services (80% of whom are employed and earning wages) and 32 individuals received community inclusion services.

▪ **Purpose**

These are Medicaid entitlement services provided to COVID-vulnerable clients. Council approval is required prior to 7/1/2020 in order to continue these services. Clients authorized under the County contract are approved for a Federal program, managed by the Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA), which provides them access to a set of required services, including the services provided through this contract. By accepting revenue from DSHS, the County is obligated to provide these services. Washington Vocational Services is one of the community providers offering these services and the purpose of this amendment is to renew the contract for an additional year.

▪ **Funding Amount and Source**

The source of funding for this contract is the Washington State DSHS/DDA. Funding includes state dollars and federal Medicaid Match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however, the estimated authorized service level is \$258,093. Council approval is required as estimated funding exceeds 10% of the previously approved budget.

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

Encl.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201906005 – 1

Originating Department:		85 Health	
Division/Program: <i>(i.e. Dept. Division and Program)</i>		8550 Human Services / 855050 Developmental Disabilities	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Washington Vocational Services	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	201906005	
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		201906024
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		673800
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	16-18	
Is this agreement excluded from E-Verify?		No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.			
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		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 :	
Varies depending on number of clients and types of services authorized.		1. Exercising an option contained in a contract previously approved by the council.	
		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
		3. Bid or award is for supplies.	
		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract provides funding for services designed to assist eligible individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings.			
Term of Contract:	1 Year		Expiration Date: 06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 04/29/2020
	2. Health Budget Approval	KR	Date: 05/22/2020
	3. Attorney signoff:	RB	Date: 05/22/2020
	4. AS Finance reviewed:	M Caldwell	Date: 05/22/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:

Washington Vocational Services
111 SE Everett Mall Way
Building C, Suite 100
Everett, WA 98208

AMENDMENT NUMBER: 1

CONTRACT PERIODS:

Original: 07/01/2019 – 06/30/2020

Amendment #1: 07/01/2020 – 06/30/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit B (revised Exhibit B is attached) – Compensation as follows:
 - a. Increase hourly rate for Individual Employment from \$70 to \$71/hour and Community Inclusion from \$34 to \$35/hour.
 - b. Amend Section V: Reimbursement Rates for Projects and Other Services, to add reimbursement for Job Foundation Activities and Projects. These are activities defined by the original Individual Supported Employment services outlined in Section II. Services Types of the original scope of work and Section 8 (2) of the current program agreement between DSHS/DDA and the County (Contract #201906024). Eligibility criteria for participants is expanded in accordance with the State Contract.
3. All other terms and conditions remain unchanged.
4. The effective start date of the amendment is 07/01/2020.

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

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

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

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

FOR THE CONTRACTOR:

Janet Bruckshen, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

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

CONTRACTOR INFORMATION:

Washington Vocational Services
111 SE Everett Mall Way
Building C, Suite 100
Everett, WA 98208
(425) 774-3338
jbruckshen@wvs.org

Exhibit B – Amendment #1
(COMPENSATION)

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA). Total compensation for the contract is variable, depending upon the number of clients and service levels authorized by DSHS/DDA and the County. This is a vendor agreement and not a sub-recipient agreement.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients:

1. Service levels are individualized, based on assessed client need;
2. The service hours authorized for each client is mutually agreed upon by DDA, the County, and the Contractor;
3. Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020;
4. Funding is allocated for services delivered to an individual client. The client's service allocation and funding will follow the client in the event that they choose to receive services through another Contractor;
5. The billing unit for services is hourly.

I. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format approved by the County. A complete billing includes both an invoice coversheet and attached client services documentation. The Contractor shall send invoices and service documentation to the following address:

Jessica Lee, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
jlee@co.whatcom.wa.us

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than 45 days after the last day of the month in which the services were provided.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15, following the end of the County fiscal year (December 31).
4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the contract or after its termination.
5. The Contractor shall not bill the county for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation Social Security Work Incentives such as Plans for Achieving Self Support (PASS) or Impairment Related Work Expense (IRWE). The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
6. 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.

7. A total annual funding authorization for all clients will be communicated to the Contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment.

Expenditures may not exceed the total funding approved by the County and in no case will exceed the total available funding restricted to these services.

II. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County billing and reporting process in the format approved by the County. Data elements and definitions for each category of services are outlined by DSHS/DDA in the Case Management Information System (CMIS) billing instructions found at: <https://www.dshs.wa.gov/dda/county-best-practices>.
2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in the WAC.
2. Service levels proposed by the Contractor must be approved by the County and authorized by the DDA Case Resource Manager (CRM).
3. Payment will be made on an hourly basis for all staff support hours provided, up to but not to exceed, the monthly support hours authorized for each client.
4. Authorized service levels documented in the DSHS/Case Management Information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.
5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.
6. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses or benefits.
7. The contractor agrees to assign to the County, its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX Programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County (see Exhibit D).

IV. Reimbursement Rates for Pathways to Employment and Community Inclusion Services

Service Type	Description	Rate	Fund Source
A. Individual Employment	Individualized staff support authorized <u>up to 30 hours</u> * a month per client.	\$71 /hour	DSHS/DDA
B. Individual Employment Exceptional Service level	For every 10 hour increment above 30*, the hourly rate will be reduced as described below. Minimum hourly rate is \$35/ hour for IE services. a. 31-40 hour= \$60/ hour b. Additional reduction of \$5/ hour for every 10 hour increment above 40. Example: 41-50 hours \$55/ hour; 51-60 hours=\$50/ hour	Variable \$35-\$60/ hour	DSHS/DDA
C. Group Supported Employment	Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized	\$65/hour	DSHS/DDA
D. Community Inclusion	Individualized support in integrated community settings	\$35/hour	DSHS/DDA

*Both the rate and the service level are attached to the client's authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 30 (or another 10 hour increment), the lower hourly rate will still apply. Exceptional service hours may be limited by funding availability and DSHS/DDA approval.

V. Reimbursement Rates for Projects and Other Services

Activity	Description	Reimbursement	Funding
A. Staff Training	Training for Contractor's staff for the purpose of improving or enhancing job-related knowledge and skills. Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide	Reimbursement for costs, pre-approved by the County.	DSHS/DDA and local funds
B. Partnership Projects	Hourly consultation with school districts, families, employers to improve the transition of young to adults from school to work and adult services.	\$71/hour not to exceed hours authorized by the County Billable activities include those listed in Exhibit A, Scope of Work, Section III B.	DSHS/DDA and local funds
C. Job Foundation Report	Completed Job Foundations Report. (Reporting form can be found at the DSHS/DDA County best practices Website.) Activities which contribute to the development of the report include those listed in Exhibit A – Scope of Work, Section III (B).	\$2,400 per authorized student enrolled in the County School to Work Program in accordance with the rate set by the State, upon acceptance of the report by the County.	DSHS/DDA and local funds
D. Job Foundation – Employment Outcome	Outcome payments for “High Acuity” students placed in paid employment by the following date of the student’s school exit year: a. By September 30 b. Between October through December c. Between January through March d. Between April through June	In accordance with the rates set by the State: a. \$1,500 b. \$1,000 c. \$500 d. \$250 e. An Additional payment of \$1,000 if client is working ten hour of work per week or more.	DSHS/DDA and local funds
E. Projects	COVID-19 related projects that support or directly benefit an agency or client. Examples include equipment purchases, agency administrative support, benefits planning and generic job development	As approved by the County and the State and based on written authorization detailed in Exhibit B of the Program Implementation Guide.	DSHS/DDA and local funds



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-230

File ID:	AB2020-230	Version:	1	Status:	Agenda Ready
File Created:	05/26/2020	Entered by:	JThomson@co.whatcom.wa.us		
Department:	Health Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract amendment between Whatcom County and Work Opportunities to provide services to adults with developmental disabilities in the estimated annual amount of \$672,138 for an estimated total amended contract amount of \$2,236,299

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attachments.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Contract Amendment #4



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Work Opportunities – Services to Individuals with Developmental Disabilities
Contract Amendment #4

DATE: May 28, 2020

Attached is a contract amendment between Whatcom County and Work Opportunities for your review and signature.

▪ **Background**

This contract provides “Pathways to Employment” and “Community Inclusion” services to eligible individuals with developmental disabilities. Pathways to Employment services are designed to assist individuals to pursue and maintain paid employment in integrated community settings. Community Inclusion services are designed to increase participation and inclusion in the community. In January 2020, 325 adults in Whatcom County received employment services (80% of whom are employed and earning wages) and 32 individuals received community inclusion services.

▪ **Purpose**

These are Medicaid entitlement services provided to COVID-vulnerable clients. Council approval is required prior to 7/1/2020 in order to continue these services. Clients authorized under the County contract are approved for a Federal program, managed by the Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA), which provides them access to a set of required services, including the services provided through this contract. By accepting revenue from DSHS, the County is obligated to provide these services. Work Opportunities is one of the community providers offering these services and the purpose of this amendment is to renew the contract for an additional year.

▪ **Funding Amount and Source**

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration. Funding includes state dollars and federal Medicaid Match. Total compensation under this contract will vary depending on the number of clients and the types of services authorized, however, the estimated authorized service level is \$672,138. Council approval is required as estimated funding exceeds 10% of the previously approved budget.

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

Encl.



**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:
201706014 – 4

Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855050 Developmental Disabilities	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		Work Opportunities	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	201706014	
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?	If yes, grantor agency contract number(s):		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		201906024
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	Contract Cost Center:		673800
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	16-18	
Is this agreement excluded from E-Verify?		No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:	
Varies depending on number of clients and types of services authorized.		1. Exercising an option contained in a contract previously approved by the council.	
		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
		3. Bid or award is for supplies.	
		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This contract provides funding for services designed to assist eligible individuals with developmental disabilities to pursue and maintain paid employment in integrated community settings.			
Term of Contract:	1 Year		Expiration Date: 06/30/2021
Contract Routing:	1. Prepared by:	JT	Date: 04/29/2020
	2. Health Budget Approval	KR	Date: 05/22/2020
	3. Attorney signoff:	RB	Date: 05/22/2020
	4. AS Finance reviewed:	M Caldwell	Date: 05/22/2020
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):		Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

WHATCOM COUNTY CONTRACT AMENDMENT

PARTIES:

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

AND CONTRACTOR:
Work Opportunities
6515 202nd Street SW
Lynnwood, WA 98036

AMENDMENT NUMBER: 4

CONTRACT PERIODS:

Original: 07/01/2017 – 06/30/2018
Amendment #1: 10/01/2017 – 06/30/2018
Amendment #2: 07/01/2018 – 06/30/2019

Amendment #3: 07/01/2019 – 06/30/2020
Amendment #4: 07/01/2020 – 06/30/2021

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

DESCRIPTION OF AMENDMENT:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract "General Terms, Section 10.2, Extension".
2. Amend Exhibit B (revised Exhibit B is attached) – Compensation as follows:
 - a. Increase hourly rate for Individual Employment from \$70 to \$71/hour and Community Inclusion from \$34 to \$35/hour.
 - b. Amend Section V: Reimbursement Rates for Projects and Other Services, to add reimbursement for Job Foundation Activities and Projects. These are activities defined by the original Individual Supported Employment services outlined in Section II. Services Types of the original scope of work and Section 8 (2) of the current program agreement between DSHS/DDA and the County (Contract #201906024). Eligibility criteria for participants is expanded in accordance with the State Contract.
3. All other terms and conditions remain unchanged.
4. The effective start date of the amendment is 07/01/2020.

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

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

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

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

FOR THE CONTRACTOR:

Carrie Morehouse, Executive Director		
Contractor Signature	Print Name and Title	Date

FOR WHATCOM COUNTY:

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

CONTRACTOR INFORMATION:

Work Opportunities
6515 202nd Street SW
Lynnwood, WA 98036
(425) 778-2156
carrie@workopportunities.org

Exhibit B – Amendment #4
(COMPENSATION)

The source of funding for this contract is the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA). Total compensation for the contract is variable, depending upon the number of clients and service levels authorized by DSHS/DDA and the County. This is a vendor agreement and not a sub-recipient agreement.

The County will pay the contractor for services delivered to DSHS/DDA authorized clients:

1. Service levels are individualized, based on assessed client need;
2. The service hours authorized for each client is mutually agreed upon by DDA, the County, and the Contractor;
3. Limits to client service authorizations are established in Washington Administrative Code (WAC) 388-828-7020;
4. Funding is allocated for services delivered to an individual client. The client's service allocation and funding will follow the client in the event that they choose to receive services through another Contractor;
5. The billing unit for services is hourly.

I. Billing and Payment

1. Invoices and attached service documentation will be submitted monthly to the Whatcom County Health Department in the format approved by the County. A complete billing includes both an invoice coversheet and attached client services documentation. The Contractor shall send invoices and service documentation to the following address:

Jessica Lee, Program Specialist
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
jlee@co.whatcom.wa.us

2. The County must receive all invoices and supporting documentation within ten (10) calendar days following the last day of the month for which reimbursement is claimed. If an invoice or required documentation is incorrect, it will be returned to the Contractor. All invoice corrections or modifications must be submitted no later than 45 days after the last day of the month in which the services were provided.
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract. Invoices and invoice corrections or modifications related to work done prior to December 31 of the contract year will be accepted no later than January 15, following the end of the County fiscal year (December 31).
4. The Contractor will not be paid for any billings or invoices for services occurring prior to the execution of the contract or after its termination.
5. The Contractor shall not bill the county for service performed or provided under this contract if the Contractor has been or will be paid for the same service by any other source. Such sources include, but are not limited to, the Division of Vocational Rehabilitation Social Security Work Incentives such as Plans for Achieving Self Support (PASS) or Impairment Related Work Expense (IRWE). The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
6. 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.

7. A total annual funding authorization for all clients will be communicated to the Contractor at the start of the contract year. The funding authorization may be amended, based on use, over the course of the contract year without contract amendment.

Expenditures may not exceed the total funding approved by the County and in no case will exceed the total available funding restricted to these services.

II. Reporting

1. Reporting on client services will be made monthly with the invoice for services through the established DSHS/DDA County billing and reporting process in the format approved by the County. Data elements and definitions for each category of services are outlined by DSHS/DDA in the Case Management Information System (CMIS) billing instructions found at: <https://www.dshs.wa.gov/dda/county-best-practices>.
2. The Contractor will provide other reports as developed and required by DSHS/DDA and the County during the term of the contract.

III. Additional Provisions

1. In determining the service level associated with each individual client, the primary service obligation is to meet the needs of the individual client related to his or her service goals, within the limits and requirements established in the WAC.
2. Service levels proposed by the Contractor must be approved by the County and authorized by the DDA Case Resource Manager (CRM).
3. Payment will be made on an hourly basis for all staff support hours provided, up to but not to exceed, the monthly support hours authorized for each client.
4. Authorized service levels documented in the DSHS/Case Management Information System (CMIS) database will take precedence in the event of any inconsistency or conflict. The current maximum authorized service level will be downloaded from the DSHS/CMIS database and provided to the Contractor on the monthly billing report.
5. The Contractor may propose a change in service level through the process established in the County Program Implementation Guide.
6. Funds received from the County shall not be used to provide cash benefit to the supported individual, whether salary, bonuses or benefits.
7. The contractor agrees to assign to the County, its Medicaid waiver billing rights for services to DDA clients eligible under Title XIX Programs. If the Contractor chooses to contract directly with DSHS to provide covered services under Title XIX, those services will not be billed to the County (see Exhibit D).

IV. Reimbursement Rates for Pathways to Employment and Community Inclusion Services

Service Type	Description	Rate	Fund Source
A. Individual Employment	Individualized staff support authorized <u>up to 30 hours</u> * a month per client.	\$71 /hour	DSHS/DDA
B. Individual Employment Exceptional Service level	For every 10 hour increment above 30*, the hourly rate will be reduced as described below. Minimum hourly rate is \$35/ hour for IE services. a. 31-40 hour= \$60/ hour b. Additional reduction of \$5/ hour for every 10 hour increment above 40. Example: 41-50 hours \$55/ hour; 51-60 hours=\$50/ hour	Variable \$35-\$60/ hour	DSHS/DDA
C. Group Supported Employment	Shared staff support within the GSE setting and individualized staff support outside of the GSE setting as authorized	\$65/hour	DSHS/DDA
D. Community Inclusion	Individualized support in integrated community settings	\$35/hour	DSHS/DDA

*Both the rate and the service level are attached to the client's authorization approved by DSHS/DDA. This means that if the actual number of hours provided falls below 30 (or another 10 hour increment), the lower hourly rate will still apply. Exceptional service hours may be limited by funding availability and DSHS/DDA approval.

V. Reimbursement Rates for Projects and Other Services

Activity	Description	Reimbursement	Funding
A. Staff Training	Training for Contractor's staff for the purpose of improving or enhancing job-related knowledge and skills. Travel and accommodation costs will be reimbursed according to Section 8.3 in the County Implementation Guide	Reimbursement for costs, pre-approved by the County.	DSHS/DDA and local funds
B. Partnership Projects	Hourly consultation with school districts, families, employers to improve the transition of young to adults from school to work and adult services.	\$71/hour not to exceed hours authorized by the County Billable activities include those listed in Exhibit A, Scope of Work, Section III B.	DSHS/DDA and local funds
C. Job Foundation Report	Completed Job Foundations Report. (Reporting form can be found at the DSHS/DDA County best practices Website.) Activities which contribute to the development of the report include those listed in Exhibit A – Scope of Work, Section III (B).	\$2,400 per authorized student enrolled in the County School to Work Program in accordance with the rate set by the State, upon acceptance of the report by the County.	DSHS/DDA and local funds
D. Job Foundation – Employment Outcome	Outcome payments for “High Acuity” students placed in paid employment by the following date of the student’s school exit year: a. By September 30 b. Between October through December c. Between January through March d. Between April through June	In accordance with the rates set by the State: a. \$1,500 b. \$1,000 c. \$500 d. \$250 e. An Additional payment of \$1,000 if client is working ten hour of work per week or more.	DSHS/DDA and local funds
E. Projects	COVID-19 related projects that support or directly benefit an agency or client. Examples include equipment purchases, agency administrative support, benefits planning and generic job development	As approved by the County and the State and based on written authorization detailed in Exhibit B of the Program Implementation Guide.	DSHS/DDA and local funds



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-239

File ID:	AB2020-239	Version:	1	Status:	Agenda Ready
File Created:	05/29/2020	Entered by:	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Siemens Industry, Inc. for the Technical Support HVAC Controls Service Agreement, in the amount of \$171,837.96

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This agreement is for the Courthouse, Jail, Jail Work Center, Northwest Annex, Lottie Annex, Williamson Way, Central Shop, East Whatcom Regional Resource Center, Forest Street Annex, Civic Center and Central Plaza Building. The agreement will provide the County with Customer Support Services, including Educational Classes, 40 hours of Annual Specialist Time, Technical Support for Emergency Onsite, Emergency Online/Phone Response & Software Analysis & Optimization. This also includes System Performance Updates & Upgrades.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo Sidhu, Info Sheet Approvals, Contract

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Facilities Manager

MEMO TO: Satpal Singh Sidhu

FROM: Rob Ney, Project & Operations Manager

DATE: May 29, 2020

RE: HVAC Controls Service Agreement

Attached are is the contract for the Technical Support /HVAC Controls Service Agreement for the Courthouse, Jail, Jail Work Center and Northwest Annex, Lottie Annex, Williamson Way, Central Shop, East Whatcom Regional Resource Center, Forest Street Annex, Civic Center Annex and Central Plaza Building between Whatcom County and Siemens Industry, Inc. for your review and signature.

- **Background and Purpose**

Facilities is seeking Council Approval on June 16th, 2020 for the Siemens Service Contract, the previous service contract expired on March 31st, 2020. This contract provides the County with Customer Support Services, including Educational Classes, 40 hours of Annual Specialist Time, Technical Support for Emergency Onsite, and Emergency Online/Phone Response & Software Analysis & Optimization for our HVAC Control Services. This agreement will also include System Performance Updates & Upgrades.

- **Funding Amount and Source**

Funding for this Service Agreement is provided in our base budget with an ongoing ASR #2009-4029 for \$27,000 per year. Facilities will provide for the overages in their regular maintenance budget.

- **Differences from Previous Contract**

This project is an ongoing service agreement for our HVAC controls.

Please contact Rob Ney at extension 5365, if you have any questions or concerns regarding the terms of this agreement.

Thank you

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Administrative Services
Division/Program: (i.e. Dept. Division and Program)	Facilities Management 505090
Contract or Grant Administrator:	Rob Ney
Contractor's / Agency Name:	Siemens Industry, Inc.
Is this a New Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ No Sole Source Contract Cost Center: Various	
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 checked="" type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 171,837.96 This Amendment Amount: \$ _____ Total Amended Amount: \$ 171,837.96	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This contract between Whatcom County and Siemens Industry, Inc. is for the Technical Support HVAC Controls Service Agreement for the Courthouse, Jail, Jail Work Center, Northwest Annex, Lottie Annex, Williamson Way, Central Shop, East Whatcom Regional Resource Center, Forest Street Annex, Central Plaza and Civic Center Annex.	
Term of Contract:	Expiration Date: 3/31/2025

Contract Routing:	1. Prepared by: Dee Ebergson <i>DE</i>	Date: 4/1/20
	2. Attorney signoff: <i>approved by email / BW / DE</i>	Date: 4.2.20
	3. AS Finance reviewed: <i>approved / mc / email</i>	Date: 5.29.20
	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: _____

**CONTRACT ENGINEERING SERVICES
TECHNICAL SUPPORT HVAC CONTROLS SERVICE AGREEMENT**

THIS AGREEMENT is made this 1ST day of April, 2020, by and between **WHATCOM COUNTY**, a municipal corporation, hereinafter referred to as the "County", and Siemens Industry, Inc. hereinafter referred to as the "Consultant" for the purpose of providing HVAC Control Services for Whatcom County Courthouse, Jail, Jail Work Center, Lottie Street Annex, Williamson Way, Central Shop, East Whatcom Regional Resource Center, Forest Annex, Civic Center Annex, Northwest Annex and Central Plaza Building.

1. **Scope of Work:** The consultant will provide services as described in Exhibit "A" Scope of Work.
2. **Consideration:** As consideration for the services provided pursuant to Exhibit "A" Scope of work, the County agrees to compensate the Consultant an amount not to exceed one hundred seventy one thousand eight hundred thirty-seven dollars and ninety-six cents (\$171,837.96). Consultant will invoice the county on a quarterly basis. Invoice will be based on rates attached in Exhibit "B". The county will issue payment within 30 days of receipt of a valid invoice. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the consultant's expense.
3. **Time Schedule:** The service as outlined shall be completed no later than March 31, 2025.
4. **Extension:** The duration of this Agreement shall remain in effect for a term of Five (5) years beginning April 1st, 2020 and ending March 31st, 2020.
5. **Modifications:** No change or additions to this Agreement shall be valid or binding upon either party unless such change or additions be in writing and executed by both parties.
6. **Licensing in Compliance with Laws & Regulations:** The Consultant agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals. The Consultant agrees to comply with all applicable provisions of federal, state, and local law, including laws pertaining to public works projects. The Consultant is in compliance with RCW 18.27, the State Licensing Law, with a Certificate of Registration to be in effect throughout the work. The Consultant agrees to pay wages in accordance with RCW 39.12.040, the Prevailing Wage Act. The Consultant agrees to comply with all applicable standards of the Americans with Disabilities Act of 1990.
7. **Property Rights:** When the Consultant creates any copyrightable materials or invents any patentable property, the Consultant may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the material or property and to authorize other governments to use the same for state or local government purposes. Consultant further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.
8. **Public Records Act:** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Consultant are needed for the County to respond to a request under the Act, as determined by the County, the Consultant agrees to make them promptly available to the County. If the Consultant considers any portion of any record provided to the

County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Consultant shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Consultant and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Consultant to claim any exemption from disclosure under the Act. The County shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The County shall not be liable to the Consultant for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

9. **Communications:** Communications between the Consultant and the County shall be addressed to the regular places of business. In the case of the Consultant, the address shall be:

Siemens Industry, Inc.
15900 SE Eastgate Way
Bellevue, WA 98005
Phone: (425) 507-4350

10. In the case of the County, communications shall be sent to:

Rob Ney, Project & Operations Manager
3720 Williamson Way
Bellingham, WA 98226
Phone: (360) 778-5360
Fax: (360) 778-5361

11. **Administration of Contract:** The County hereby appoints and the Consultant hereby accepts the Whatcom County Executive, and his or her designee, as the County's representative for the purpose of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents related to this Agreement.

12. **Relationship of the Parties:** The parties intend that an independent Consultant/County relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Consultant. Neither the Consultant nor any agent, employee, or representative of the Consultant shall be deemed to be an agent, employee, or representative of the County for any purpose.

13. **Indemnification and Hold Harmless:** To the fullest extent permitted by law, the Consultant agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused by the negligent actions of Consultant, its employees, agents or volunteers or Consultant's subConsultants and their employees, agents or volunteers. This indemnification obligation of the Provider shall not apply where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Consultant, its subConsultants, employees or agents, and the County, its employees or agents, this indemnification and

defense obligation of the Consultant shall be valid and enforceable only to the extent of the negligence of the Consultant, its subConsultants, employees and agents. This indemnification obligation of the Consultant shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Consultant hereby expressly waives any immunity afforded by such acts.

The foregoing indemnification obligations of the Consultant are a material inducement to County to enter into this Agreement, are reflected in the Consultant’s compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Consultant’s indemnity obligations under this Agreement.

The Consultant agrees all Consultant’s indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Consultant enters into subcontracts to the extent allowed under this Agreement, the Consultant’s subConsultants shall indemnify the County on a basis equal to or exceeding Consultant’s indemnity obligations to the County.

- 14. **Social Security and Other Taxes:** Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, other form of taxes, fee, licenses, excises, or payments required by any City, County, Federal or State legislation which are now or may, during the term of this Agreement, be enacted as to the Consultant and all persons employed by the Consultant as to all duties, activities, and requirements by the Consultant in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements there under pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
- 15. **Wages, Overtime and Safety:** The Consultant agrees to comply with 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.
- 16. **Proof of Insurance:** The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability and provide proof of coverage by a Certificate of Insurance and endorsements and specifically name this County Project under the coverage:

Commercial General Liability		
	\$1,000,000 each	per occurrence
	\$2,000,000	aggregate (applicable on a per project basis)
	\$1,000,000	Additional – Umbrella Coverage
Comprehensive Automobile Liability		
	\$1,000,000 each	accident
Professional Errors and Omissions		
	\$1,000,000 each	claim
	\$2,000,000 annual	aggregate

Commercial General Liability insurance required under this paragraph shall be written on an occurrence form (ISO Form CG 00 01 or equivalent) and shall include coverage for Products/Completed Operations extending six (6) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to Designer's defense and indemnity obligations under Article 14. Comprehensive Automobile Liability insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles. All Commercial General Liability coverage shall include a waiver of subrogation against Owner.

If the required Professional Errors and Omissions insurance is written on a claims made basis, the retroactive date shall be prior to the start of Designer's Work. Designer agrees to maintain such coverage for six (6) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

A Certificate of Insurance that also identifies the County as an additional insured. This insurance shall be considered as primary and non-contributory and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

17. **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 of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein.
18. **Suspension/Termination:** If the Consultant fails to comply fully with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this Agreement in the manner specified herein.
 - 18.1 Suspension or termination for cause, If the Consultant is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend or terminate the Agreement pending corrective acts or investigation, which suspension or termination shall be effective upon seven (7) days written notification to the Consultant or its authorized representative.
 - 18.2 For any other reason this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days advance written notice to the other party.
 - 18.3 In the event of termination under this clause, the County shall be liable only for payments in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.
20. **Non-Discrimination in Employment:** The Consultant shall not discriminate against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, Vietnam-era or disabled veteran status, or disability, except where such constitutes a bona fide occupational qualification. The Consultant 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, sexual orientation, age, marital status, Vietnam-era or disabled veteran status, or disability, 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.

- 21. Assignment and/or Subcontracting:** The performance of all activities contemplated by this Agreement shall be accomplished personally by the Consultant. The Consultant shall not assign or subcontract performance to others unless specifically authorized in writing by the County in advance. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.
- 22. Safeguarding Client Information:** The Consultant agrees that confidential information obtained from the County shall not be disclosed except upon the written consent of the County.
- 23. Non-Waiver of Breach:** 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.
- 24. Time for Performance:** Any work performed prior to the effective date of this Agreement or continuing after the completion date of the same, unless otherwise agreed upon in writing herein, will be in violation of this Agreement and municipal auditing requirements and will be at the Consultant's expense.
- 25. Venue Stipulation:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in lawsuit and equity or judicial proceedings for the enforcement of this Agreement, or any provision thereof, shall be instituted and maintained in the courts of competent jurisdiction located in Whatcom County, Washington.
- 26. Severability:** It is understood and agreed by the parties hereto that if any part of this Agreement is determined to be illegal, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular illegal part.
- 27. Extent of Agreement:** This Agreement, with attachments, contains all of the terms and conditions agreed upon by the parties hereto. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

FOR THE CONSULTANT:

Siemens Industry, Inc.

Address:
15900 SE Eastgate Way
Bellevue, WA 98005
Phone: (425) 507-4350

Mailing Address:
15900 SE Eastgate Way
Bellevue, WA 98005
Phone: (425) 507-4350

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

By _____
Cynthia Eng, Sales Manager Date

FOR WHATCOM COUNTY:

APPROVED AS TO FORM:

Brandon Waldron, Senior Deputy Prosecutor Date

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

Contractor Information:

Siemens Industry, Inc.

Address:

15900 SE Eastgate Way
Bellevue, WA 98005
Phone: (425) 507-4350

Mailing Address:

15900 SE Eastgate Way
Bellevue, WA 98005
Phone: (425) 507-4350

Contacts:

Cynthia Eng, Sales Manager
Cynthia.marks@siemens.com

Eric Rautenberg, P.E., LEED Green Associate
Eric.rautenberg@siemens.com

Exhibit "A"
Scope of Work

Customer Support Services:

- Educational Services – Delivered at Siemens Locals Office:
 - Two (2) classes, annually held in the Pacific Northwest Training Center
- Customer Directed Support:
 - 40 Hours, annually of specialist time to perform service and repairs or projects as determined by customer.

Technical Support Services:

- Emergency Onsite Response:
 - Monday through Friday, 8:00am – 5:00pm
- Emergency Online/Phone Response
 - Monday through Friday, 8:00am – 5:00pm
- Automated Controls Analysis & Optimization
 - Maintenance consists of the physical verification and integrity check of our field panels. Tasking includes items such as visual inspection of cabinet, verify position of H-O-A switches, verify panel layout vs. panel configuration and verify electrical connection.

Technical Support Services:

- Software Analysis & Optimization
 - Siemens will help ensure that the HVAC Control System is operating properly to minimize any software problems that would negatively impact system performance. We will address any programming errors, failed points, and points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel.
 - This maintenance consists of the physical verification and integrity check of the Apogee workstation. Tasking includes items such as verify user accounts, perform system back-up, defrag the hard drive, review system activity log, verify necessary network services are installed and operating, verify PC has the necessary configuration to operate software, and verify the integrity of the Apogee software.

NOTE: The Automation Controls Analysis & Optimization and Software Analysis & Optimization are performed during the same scheduled maintenance visit, twice a year. Each maintenance visit is eight (8) hours.

- Data Protection & Data Recovery Services:
 - Siemens will perform scheduled database back-ups of workstation database & graphics and/or field panel databases and provide safe storage of this critical business information.
 - Should a catastrophic event occur, we will respond onsite to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible.
 - The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this service agreement.
 - The on-site dispatch to reload a database will be billable service call or deducted from the Customer Directed Support hours (if available).

System Performance Updates & Upgrades

- Firmware Updates – Siemens will provide firmware and documentation updates to the existing APOGEE field panels upon development. Onsite training will familiarize you with the new features and their associated benefits.
 - Field panels included under this service are itemized in the List of Maintained Equipment. (Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded unless specified elsewhere.)
 - Firmware Updated are included for nineteen (19) field panels

Maintained Equipment

Equipment Category	Equipment Sub-Category	Equipment	Quantity
Controls Systems – Summary Level	Data Protection & Data Recovery	Insite 3.X B/ on-site	1
Services (Times per year): Data Protection & Recovery Services (2)			
System 600 ALN	System 600 ALN	PXC Modular	11
Services (Times per year): Software Maintenance (1)			
System 600 ALN	System 600 ALN	PXC Compact	8
Services (Times per year): Software Maintenance (1)			
System Performance Updates	Firmware Updates	Firmware Flashes	19
Services (Times per year): Firmware Update (1)			
System Performance Updates	Software Support and Updates	Insight 3.X Adv first/single server Update	0
Service (Times per year): No longer available			

**Exhibit “B”
Compensation**

This agreement shall remain in effect for an Initial Term of Five (5) years beginning April 2020 and from year to year thereafter.

Investments:

Year 1	04/01/2020 to 03/31/2021	\$29,832 annually	paid \$7,458.00 quarterly
Year 2	04/01/2021 to 03/31/2022	\$30,728 annually	paid \$7,682.00 quarterly
Year 3	04/01/2022 to 03/31/2023	\$31,648 annually	paid \$7,812.00 quarterly
Year 4	04/01/2023 to 03/31/2024	\$32,596 annually	paid \$8,149.00 quarterly
Year 5	04/01/2024 to 03/31/2025	\$33,572 annually	paid \$8,393.00 quarterly

Applicable sales tax is not included.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-241

File ID:	AB2020-241	Version:	1	Status:	Agenda Ready
File Created:	06/03/2020	Entered by:	SMock@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	06/16/2020	Enactment #:			

Primary Contact Email: sdraper@co.whatcom.wa.us <<mailto:sdraper@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Dept. of Transportation to obligate additional federal construction funds for the Birch Bay Drive and Pedestrian Facility, in the amount of \$377,787

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

This Local Agency Agreement Supplement No. 3 is required to obligate additionally awarded federal funds for the construction phase on the Birch Bay Drive and Pedestrian Facility Project. This project is listed as Item No. 1 on the 2020 Annual Construction Program

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Memo, Contract



Memorandum

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

Through: Jon Hutchings, Director

From: James P. Karcher, P.E., County Engineer
Doug Burghart, Engineering Manager

Date: June 2, 2020

Re: Birch Bay Drive and Pedestrian Facility Project, CRP No 907001; FA No. STPE-K370(003)
Local Agency Agreement Supplement No. 3

Enclosed for your review and signature are two (2) originals each of Local Agency Agreement between the Washington State Department of Transportation (WSDOT) and Whatcom County for the Birch Bay Drive & Pedestrian Project (CRP 907001).

Requested Action

Public Works respectfully requests that the County Executive sign the attached documents to enter into an agreement with WSDOT to receive federal funding for the subject project.

Please return both originals of the Local Agency Agreement to my office for further processing. We will return a fully executed original to you once they are signed by WSDOT.

Background and Purpose

Whatcom County has been awarded additional federal Surface Transportation Block Grant Program (STPG) funds for the construction phase of the Birch Bay Drive & Pedestrian Project. A Local Agency Agreement is necessary to obligate the funds by August 1, 2020, as required in the attached award letters, or funds are subject to be reallocated by the Policy Board.

Funding Amount and Source

Total estimated project costs of \$14,450,000 will be covered by \$3,498,890 in federal STP funds and \$11,278,000 of Local Road Funds. Whatcom County has already obligated \$3,172,000 in federal funds for preliminary engineering (\$1,562,000) and construction (\$1,610,000). This Local Agency Agreement Supplement No. 3 will obligate \$326,786 of additional funding awarded to Whatcom County. These federal funds require a 13.5% local fund match. Sufficient budget authority exists to cover the Local Road Fund match on the federal funds.

Please contact Jim Karcher, at extension 6271, if you have any questions or concerns regarding this memo.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201209003-3

Originating Department:	Public Works - Design & Construction
Division/Program: (i.e. Dept. Division and Program)	(905900) Construction
Contract or Grant Administrator:	Doug Burghart
Contractor's / Agency Name:	Washington State Dept. of Transportation
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 #: 201209003	
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): LA-7784 CFDA#: 20.205	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): STPE-K370(003)	
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: 339100	
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 type="checkbox"/> Interlocal Agreement (between Governments). <input checked="" type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 3,684,272.00 (STP \$3,172,105; Local \$512,168) This Amendment Amount: \$ 377,787.00 (STP \$326,786; Local \$51,001) Total Amended Amount: \$ 4,062,059.00	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:	
Summary of Scope: This Local Agency Agreement Supplement No. 3 is required to obligate additional federal funds for the construction phase on the Birch Bay Drive and Pedestrian Facility Project, CRP No. 907001.	
Term of Contract: Completion of Project Expiration Date: N/A	

Contract Routing:	1. Prepared by: C. Swan	Date: 2020-06-02
	2. Attorney signoff: R. Buckingham	Date: 6/2/2020
	3. AS Finance reviewed: M Caldwell	Date: 6/2/2020
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:



Agency Whatcom County		Supplement Number 3
Federal Aid Project Number STPE-K370(003)	Agreement Number LA 7784	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 9/12/2012

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Birch Bay Drive and Pedestrian Facility

Length 1.58 miles

Termini (MP 2.68 to MP 4.26) Lora Lane to Cedar Avenue

Description of Work ☒ No Change

This project will construct a soft shore roadway protection berm and drainage upgrades from Lora Lane to Cedar Avenue – with the exception of a 900-ft long section between the Cottonwood parking areas. An American with Disability Act (ADA) compliant pedestrian path will be constructed between Lora Lane and Cottonwood Drive.

Reason for Supplement

Additional Surface Transportation Block Grant(STBG) program funds have been acquired.

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date December 31, 2025

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: August 20, 2019

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE Varies %	a. Agency	131,820.00		131,820.00	11,046.00	120,774.00
	b. Other Consultant (STP E, US)	1,618,000.00		1,618,000.00	181,670.00	1,436,330.00
Federal Aid Participation Ratio for PE	c. Other Non Participating	68,180.00		68,180.00	68,180.00	
	d. State	5,000.00		5,000.00		5,000.00
	e. Total PE Cost Estimate (a+b+c+d)	1,823,000.00	0.00	1,823,000.00	260,896.00	1,562,104.00
Right of Way %	f. Agency			0.00		
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State			0.00		
	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 86.5 %	k. Contract	1,846,269.00	377,787.00	2,224,056.00	300,248.00	1,923,809.00
	l. Other Contract Non-Par	6,701,530.00	-89,481.00	6,612,049.00	6,612,049.00	
	m. Other Material Testing Non-Par	30,000.00		30,000.00	30,000.00	
Federal Aid Participation Ratio for CN	n. Other Consultant Non-Par	800,000.00	-288,306.00	511,694.00	511,694.00	
	o. Agency	500,000.00		500,000.00	500,000.00	
	p. State	15,002.00		15,002.00	2,025.00	12,977.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	9,892,801.00	0.00	9,892,801.00	7,956,016.00	1,936,786.00
	r. Total Project Cost Estimate (e+i+q)	11,715,801.00	0.00	11,715,801.00	8,216,912.00	3,498,890.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title Whatcom County Executive

By
Director, Local Program
Date Executed

Agency Whatcom County		Supplement Number 3
Federal Aid Project Number STPE-K370(003)	Agreement Number LA 7784	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



March 12, 2020

Mr. Jim Karcher
Whatcom County Public Works
322 N. Commercial St. Ste 301
Bellingham, WA 98225

Re: Surface Transportation Block Grant (STBG) program (Urban-Small)

Dear Mr. Karcher,

I am pleased to inform you that the Whatcom Transportation Policy Board has awarded Whatcom County the following project for funding through the Surface Transportation Block Grant Program (STBG) on March 11, 2020. The total STBG funding awarded to this project now includes:

<i>Birch Bay Drive and Pedestrian Facilities</i>	\$1,234,805 (Awarded October 9, 2013)
	\$990,000 (Awarded January 21, 2015)
	-\$450,000 (Transfer May 9, 2018)
	\$68,823 (Transfer May 9, 2018)
	\$279,000 (Awarded March 11, 2020)

Additional federal funding for this project includes:

\$327,300 Enhancement (Awarded March 23, 2012)
\$620,000 TAP-US (Awarded October 14, 2015)
\$381,177 Highway Infrastructure Program (2019)

The amounts awarded may not accurately reflect current programmed funds due to project changes or funds exchanged with other projects. Please contact WCOG for questions regarding funds programmed. These funds must be obligated by August 1, 2020, or they will be subject to reallocation by the Policy Board.

To obligate funding for these projects, please refer to the WSDOT Local Agency Guidelines (LAG) manual. Expenditures incurred before receiving notice of federal fund obligation from WSDOT are ineligible for reimbursement. A 13.5 percent non-federal match is required.

Projects using federal funds must be included in the Statewide Transportation Improvement Program (STIP). The STBG funding for your project will appear in the 2020 STIP when it is approved in early April 2020.

Please give me a call if you have any questions regarding these dates and processes.

Sincerely,

A handwritten signature in blue ink that reads "Hugh Conroy". The signature is written in a cursive style with a large, stylized "H" and "C".

Hugh Conroy
Director of Planning



May 13, 2020

Mr. Jim Karcher
Whatcom County Public Works
322 N. Commercial St. Ste 301
Bellingham, WA 98225

Re: Surface Transportation Block Grant (STBG) program (Urban-Small)

Dear Mr. Karcher,

I am pleased to inform you that the Whatcom Transportation Policy Board has awarded Whatcom County the following project for funding through the Surface Transportation Block Grant Program (STBG) on May 13, 2020. The total STBG funding awarded to this project now includes:

<i>Birch Bay Drive and Pedestrian Facilities</i>	\$1,234,805 (Awarded October 9, 2013)
	\$990,000 (Awarded January 21, 2015)
	-\$450,000 (Transfer May 9, 2018)
	\$68,823 (Transfer May 9, 2018)
	\$279,000 (Awarded March 11, 2020)
	\$47,786 (Awarded May 13, 2020)

Additional federal funding for this project includes:

\$327,300 Enhancement (Awarded March 23, 2012)
\$620,000 TAP-US (Awarded October 14, 2015)
\$381,177 Highway Infrastructure Program (2019)

The amounts awarded may not accurately reflect current programmed funds due to project changes or funds exchanged with other projects. Please contact WCOG for questions regarding funds programmed.

These funds must be obligated by August 1, 2020, or they will be subject to reallocation by the Policy Board.

To obligate funding for these projects, please refer to the WSDOT Local Agency Guidelines (LAG) manual. Expenditures incurred before receiving notice of federal fund obligation from WSDOT are ineligible for reimbursement. A 13.5 percent non-federal match is required.

Projects using federal funds must be included in the Statewide Transportation Improvement Program (STIP). The STBG funding for your project is estimated to appear in the 2020 STIP on May 29, 2020.

Please give me a call if you have any questions regarding these dates and processes.

Sincerely,

A handwritten signature in blue ink that reads "Hugh Conroy". The signature is written in a cursive style with a large, stylized "H" and "C".

Hugh Conroy
Director of Planning

Birch Bay Drive and Pedestrian Facility CRP #907001

Construction Funding Year(s): 2019 thru 2022

Project Narrative:

This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed **#R1** on the 2020-2025 Six-Year Transportation Improvement Program.

Project Status:

Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W completed August 2019, permitting is 100% complete, and construction began October 2019 and is 25% complete. Due to the long duration monitoring periods required by project permits, it is anticipated that the contract may be open through 2025.

Total Estimated Project Cost: \$14,450,000

Expenditures to Date: \$7,000,000

Funding Sources:

Federal	\$3,498,890 (STP and TAP)
State	\$0
Local	\$10,951,000

Environmental Permitting

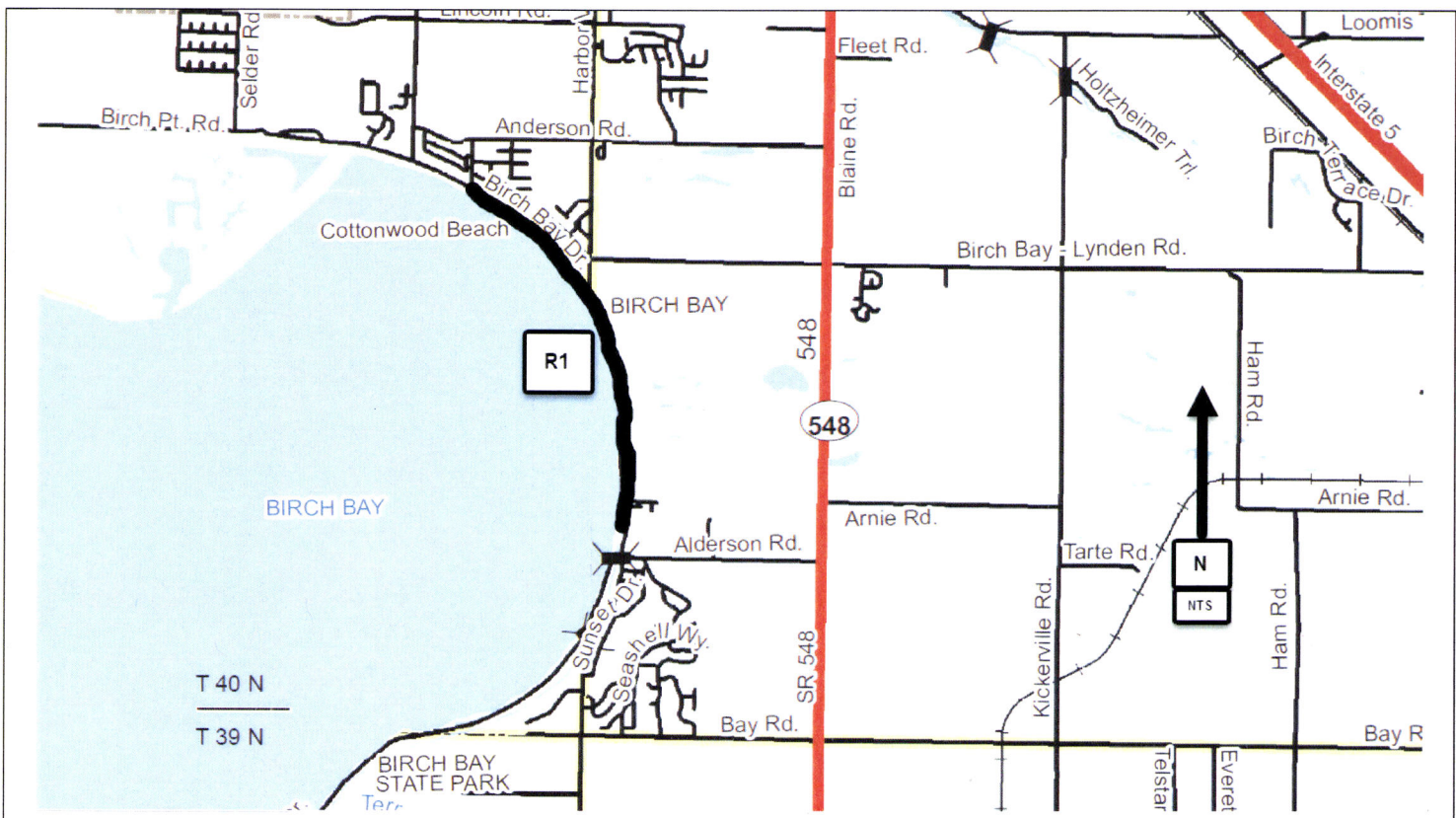
Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act; NEPA

Right-of-Way Acquisition (Actual)

\$1,686,000

County Forces (Estimate)

N/A





Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-242

File ID:	AB2020-242	Version:	1	Status:	Agenda Ready
File Created:	06/03/2020	Entered by:	THelms@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee				Final Action:
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and the Boys and Girls Club of Whatcom County to support operational costs attributed to the addition of 532 childcare slots, in the amount of \$100,000

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached

HISTORY OF LEGISLATIVE FILE

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

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract
No.

Originating Department:	Executive Office
Division/Program: (i.e. Dept. Division and Program)	Non-Departmental
Contract or Grant Administrator:	Tyler Schroeder
Firm's / Agency Name:	Boys and Girls Club of Whatcom County
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p> <p>Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract _____</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> If no, include Attachment D Firm Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>\$100,000</u></p> <p>This Amendment Amount: \$ _____</p> <p>Total Amended Amount: \$ _____</p>	<p>Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
<p>Summary of Scope: Whatcom County will reimburse Contractor a percentage share of the lease payment, including leasehold taxes, on a monthly basis</p>	
Term of Contract: 8 months	Expiration Date: 12-31-20

Contract Routing:	1. Prepared by: <u>T. Helms</u>	Date: <u>05-18-20</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>5/28/2020</u>
	3. AS Finance reviewed: <u>B.Bennett</u>	Date: <u>5/29/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Firm signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____

WHATCOM COUNTY

Executive Office

311 Grand Avenue, Suite 108
Bellingham, WA 98225

9. Original to Council:



Satpal Singh Sidhu

County Executive

Date: _____

MEMORANDUM

TO: Whatcom County Council

FROM: Tyler Schroeder, Deputy Executive

RE: Contract between Whatcom County and Boys and Girls Club of Whatcom County.

DATE: May 18, 2020

Enclosed is a contract between Whatcom County and Boys and Girls Club of Whatcom County (BGCWC). The executive's office requests that Council approve this contract at the June 16 council meeting because the contract commenced on May 1, and the County would like to move forward with providing the funding to BGCWC. Budget authority was approved by the Council on February 11, 2020 for expenses associated with the BGCWC adding 532 critically needed licensed childcare spaces into their organization.

Background and Purpose

Whatcom County is home to 13,308 children under the age of five, 8,070 of whom have two full-time working parents. Unfortunately, there are only 3,608 licensed childcare slots in the county, meaning over half of the kids needing childcare cannot access it.

Kids' World, the largest childcare provider in Whatcom County, recently announced the closure of all four of their sites, which would have removed another 15% of all the licensed childcare spots available, exacerbating a substantial problem. This would especially hit lower income families in Bellingham as 61% of Kids' World slots are filled with kids on full or partial state subsidies.

Since 1946, the Boys and Girls Clubs of Whatcom County (BGCWC) has been providing essential youth services and programs to kids across the region. Understanding the area's critical need for quality childcare, BGCWC felt compelled to step up if possible, to preserve Kids' World's licensed childcare slots and worked to prevent the closure.

After substantial discussion, BGCWC agreed to bring these 532 licensed childcare spaces into the organization, preserving this vital resource in Bellingham and Ferndale and began operations in March 2020.

Funding Amount and Source

Funding for this contract is provided through the General Fund as approved by Council through Ordinance No. 2020-004.

Differences from Previous Contract

This is a new contract. Please contact Tyler Schroeder at extension 5207, if you have any questions or concerns regarding the terms of this agreement.

CONTRACT FOR SERVICES
Boys and Girls Club of Whatcom County

Whatcom County Contract No. _____

Boys and Girls Club of Whatcom County, 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 7,
Exhibit A (Scope of Work), p. 8,
Exhibit B (Compensation), p. 9,
Exhibit C (Certificate of Insurance), pg. 10.

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 May, 2020, regardless the date of signature and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2020.

The general purpose or objective of this Agreement is to support the Boys and Girls Club of Whatcom County in the provision of subsidized childcare, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$ 100,000. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

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

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

CONTRACTOR:

Boys and Girls Club of Whatcom County

Heather Powell, CEO

Address:
1616 Cornwall Avenue, Suite #111
Bellingham WA 98225

Mailing Address:
same

Contact Name: Heather Powell

Contact Phone: (360) 738-3808 Ext. 305

Contact FAX: N/A

Contact Email: hpowell@whatcomclubs.org

WHATCOM COUNTY:

Approved as to form:

C. Quinn per email 05-28-20
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

GENERAL CONDITIONS

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

0.1 Scope of Services:

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

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

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

10.2 Extension: Not Applicable

11.1 Termination for Default:

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

11.2 Termination for Reduction in Funding:

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

11.3 Termination for Public Convenience:

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

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

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

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate

documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

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

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

22.1 Withholding Payment:

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

23.1 Labor Standards: Not Applicable

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

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

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

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

30.2 Assignment and Subcontracting:

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

30.3 No Guarantee of Employment:

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

31.2 Patent/Copyright Infringement:

Boys and Girls Club of Whatcom County

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality: Not Applicable

33.1 Right to Review:

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

34.1 Proof of Insurance:

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

Property Damage - \$500,000.00 per occurrence;

General Liability & Bodily Injury - \$1,000,000.00 per occurrence.

A Certificate of insurance that also identifies the County as an additional insured is attached hereto as Exhibit "D". This insurance shall be considered as primary and non-contributory and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

34.2 Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

34.3 Defense & Indemnity Agreement:

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

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

35.1 Non-Discrimination in Employment:

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

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

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

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

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest: Not Applicable

37.1 Administration of Contract:

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

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

Tawni Helms, Administrative Coordinator
Whatcom County Executive's Office
311 Grand Avenue, Suite 108
Bellingham, WA 98225

37.2 Notice:

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

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

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

38.3 E-Verify: 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: Not Applicable

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

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

45.1 Entire Agreement:

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

EXHIBIT "A"
(SCOPE OF WORK)

Background:

Whatcom County is home to 13,308 children under the age of five, 8,070 of whom have two full-time working parents. Unfortunately, there are only 3,608 licensed childcare slots in the county, meaning over half of the kids needing childcare cannot access it.

Kids' World, the largest childcare provider in Whatcom County, recently announced the closure of all four of their sites, which would have removed another 15% of all the licensed childcare spots available, exacerbating a substantial problem. This would especially hit lower income families in Bellingham as 61% of Kids' World slots are filled with kids on full or partial state subsidies.

Since 1946, the Boys and Girls Clubs of Whatcom County (BGCWC) has been providing essential youth services and programs to kids across the region. Understanding the area's critical need for quality childcare, BGCWC felt compelled to step up if possible, to preserve Kids' World's licensed childcare slots and worked to prevent the closure.

After substantial discussion, BGCWC agreed to bring these 532 licensed childcare spaces into the organization, preserving this vital resource in Bellingham and Ferndale and began operations in March 2020.

Statement of Work:

Contractor will

- Provide 532 childcare spaces at three Bellingham sites, open and available year-round, for a minimum of ten hours per day, from Monday through Friday
- Ensure childcare spaces will be available to everyone, including those needing partial or full state subsidies
- Maintain a minimum average of 40% of the childcare spaces for families who receive daycare subsidy
- Adhere to all licensing requirements from the State of Washington
- Ensure all health and safety rules pertaining to this service are met.

Reporting:

A report shall be submitted with the monthly invoice. The report shall include:

- Total enrollment and attendance by childcare site
- Number and percent of enrollment of children receiving State of Washington subsidies
- Summary of impacts associated with COVID

EXHIBIT "B"
(COMPENSATION)

As consideration for satisfactory provision of the services described in Exhibit A, the County agrees to pay the Contractor up to \$100,000.

1. Payment: Whatcom County will reimburse Contractor a percentage share of the lease payment, including leasehold taxes, on a monthly basis. The reimbursement rate shall not exceed the % share of rent representing the % of children receiving state subsidy to total enrollment during that month, nor shall it exceed \$12,500 per month. Invoices shall include proof of payment for rent for the 3 Bellingham sites plus the report required in Exhibit A.
2. Contractor shall submit invoices to:

Whatcom County Executive's Office
Attention: Tawni Helms, Administrative Coordinator
311 Grand Avenue, Suite 108
Bellingham, WA 98225

The Contract Number shall be included on all billings or correspondence.

3. Payment by the County will be considered timely if made within 30 days of the receipt and acceptance of billing information from Contractor.
4. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services provided under this contract if the Contractor has been or will be paid by any other source.

EXHIBIT 'C'
Certificate of Insurance



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-243

File ID:	AB2020-243	Version:	1	Status:	Agenda Ready
File Created:	06/04/2020	Entered by:	FBurkhar@co.whatcom.wa.us		
Department:	Sheriff's Office	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and Washington State Military Department to receive FEMA Public Assistance funding for COVID-19 response, with the amount to be based on eligible scopes of work

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memo

HISTORY OF LEGISLATIVE FILE

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

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



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

MEMO

To: Satpal Singh Sidhu, County Executive

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

Subject: FEMA-4481-DR-WA COVID-19 Public Assistance
Contract # D20-245

Date: June 3, 2020

Enclosed are two originals of the FEMA-4481-DR-WA COVID-19 Public Assistance grant agreement between Whatcom County and the Washington State Military Department.

- **Background and Purpose**

Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19 was issued for the State of Washington on March 22, 2020 and was issued under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. (the "Stafford Act").

Stafford Act funding will pass from FEMA through Washington State Military Department to Whatcom County.

The Public Assistance portion of this declaration will provide funds to Whatcom County for the emergency protective measures taken in response to the COVID-19 pandemic outbreak as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. Federal funds provided under the Stafford Act for Public Assistance will be limited to 75 percent of the total eligible costs.

The performance period for this grant runs from January 20, 2020 through March 22, 2024.

- **Funding Amount and Source**

Funding Amount: To be determined based upon approved project worksheets.

Funding Source: FEMA-4481-DR-WA, CFDA 97.036 Public Assistance.

If you have questions, please contact John Gargett 778-7160.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Washington State Military Department
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): <u>D20-245</u> CFDA#: <u>97.036</u>	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>To be determined</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
To provide funds for the emergency protective measures taken in response to the COVID-19 pandemic outbreak as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19	
Term of Contract:	Expiration Date: 03/22/2024

Contract Routing:	1. Prepared by: <u>F Burkhardt</u>	Date: <u>06/02/2020</u>
	2. Attorney signoff: <u>K Frakes (via email)</u>	Date: <u>06/02/2020</u>
	3. AS Finance reviewed: <u>B Bennett (via email)</u>	Date: <u>06/03/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: Whatcom County 311 Grand Avenue Bellingham, WA 98225		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D20-245	
4. SUBRECIPIENT, phone/email: 360-778-7160/jgargett@co.whatcom.wa.us		5. Grant Agreement Start Date: January 20, 2020		6. Grant Agreement End Date: March 22, 2024	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 060044641		9. UBI # (state revenue): 371-010-246	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4481-DR-WA		12. Program Index # 704UC (Federal) / 702UE (State) / 704UD (Admin)		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
14. Federal EIN #:					
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A			
17. Service Districts: (BY LEGISLATIVE DISTRICT): 40th & 42nd (BY CONGRESSIONAL DISTRICT): 1st & 2nd		18. Service Area by County(ies): Whatcom County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency			
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		23. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER			
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19. To provide funds to the SUBRECIPIENT for the emergency protective measures taken in response to the COVID-19 pandemic outbreak as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 22, 2020 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Stacey McClain, Governor's Authorized Representative Washington State Military Department			Signature _____ Date _____ print or type name: Satpal Singh Sidhu		
			APPROVED AS TO FORM: Approved by email / KF / FB 06/02/2020 SUBRECIPIENT's Attorney _____ Date _____		

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	John Gargett	Name	Gerard Urbas
Title	Deputy Director	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	jgargett@co.whatcom.wa.us	E-Mail	gary.urbas@mil.wa.gov
Phone	360-778-7160	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4481-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning January 20, 2020 and continuing. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4481-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4481-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4481-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
- iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
- iv. Withhold further federal awards for the project or program.
- v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
- iii. Submit the SUBRECIPIENT's funding package to FEMA.
- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**).

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT'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.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability,

damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or

agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts Office

**Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion:

a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during

investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and

- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET				O.M.B. No. 1660-0017	
PAPERWORK BURDEN DISCLOSURE NOTICE					
Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed form to this address.					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
F - R					
DAMAGED FACILITY				WORK COMPLETE AS OF:	
				_____ : _____ %	
SUBRECIPIENT			COUNTY		
LOCATION				LATITUDE	LONGITUDE
DAMAGE DESCRIPTION AND DIMENSIONS					
SCOPE OF WORK					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Special Considerations issues included? <input type="checkbox"/> Yes <input type="checkbox"/> No Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No					
PROJECT COST					
I	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	
PREPARED BY		TITLE	SIGNATURE		
SUBRECIPIENT REP.		TITLE	SIGNATURE		

FEMA Form 90-91, FEB 06

REPLACES ALL PREVIOUS EDITIONS.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-245

File ID:	AB2020-245	Version:	1	Status:	Agenda Ready
File Created:	06/05/2020	Entered by:	DEbergso@co.whatcom.wa.us		
Department:	Facilities Management Division	File Type:	Contract		
Assigned to:	Council Finance and Administrative Services Committee			Final Action:	
Agenda Date:	06/16/2020	Enactment #:			

Primary Contact Email: debergso@co.whatcom.wa.us <<mailto:debergso@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

Request authorization for the County Executive to enter into a contract between Whatcom County and RMC Architects PLLC to provide a feasibility study for the Northwest Annex site, in the amount of \$98,950

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Facilities Management is seeking Council approval on June 16th, 2020 for the RMC Architects PLLC contract, the County hired RMC Architects, PLLC to do a feasibility study at the Northwest Annex site, located at the corner of Smith and Northwest Roads. On this site is a 100+ year old building that currently houses Planning, Permitting and some Public Works functions. The building, previously a Care Facility was purchased and remodeled in the early 1990's and is dilapidated beyond feasible repair. The study will include preliminary architectural design of the proposed three building master plan anticipated for the Capital Facilities redevelopment of the Northwest Annex site, including design development, preliminary floor plans, construction methodology and type, cost estimating and preliminary budget for construction and implementation of the plan. This will provide a valuable tool for the County in budget preparation and preparedness should funds become available. The County will be able to react quickly to execute a plan once the study is complete.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Memo, Information Sheet with Approvals, Contract NW Feasibility Study

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

MEMORANDUM

TO: Satpal Singh Sidhu, County Executive

FROM: Rob Ney, Project & Operations Manager

RE: Contract – Northwest Annex Feasibility Study

DATE: June 5, 2020

Enclosed for your review and signature are two (2) originals of the Contract between Whatcom County and RMC Architects, PLLC for the purpose of the Northwest Annex Feasibility Study, located at the corner of Smith and Northwest Roads, Bellingham WA.

▪ **Background and Purpose**

The County hired RMC Architects, PLLC to do a feasibility study at the Northwest Annex site, located at the corner of Smith and Northwest Roads. On this site is a 100+ year old building that currently houses Planning, Permitting and some Public Works functions. The building, previously a Care Facility was purchased and remodeled in the early 1990's and is dilapidated beyond feasible repair. The study will include preliminary architectural design of the proposed three building master plan anticipated for the Capital Facilities redevelopment of the Northwest Annex site, including design development, preliminary floor plans, construction methodology and type, cost estimating and preliminary budget for construction and implementation of the plan. This will provide a valuable tool for the County in budget preparation and preparedness should funds become available. The County will be able to react quickly to execute a plan once the study is complete.

In April 2020 Whatcom County Council unanimously approved an ordinance authorizing a budget for a contract to move forward with exploring options for this site.

Facilities Management interviewed both Zervas Architects and RMC Architects for this project. RMC Architects scored the highest and was chosen to provide the feasibility study needed by Whatcom County for the Northwest Annex Site.

- **Funding Amount and Source**

Funding amount needed for this contract is \$98,950.00 including applicable WSST. Funding is in place from the Public Utilities Improvement (EDI) Fund for a \$100,000 budget supplemental request passed April 21, 2020; AB2020-163.

- **Differences from Previous Contract**

This project is a one-time agreement.

Please contact Rob Ney at extension 5365, if you have any questions or concerns regarding the terms of this agreement.

Enclosures

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	Administrative Services								
Division/Program: (i.e. Dept. Division and Program)	Facilities Management 505090								
Contract or Grant Administrator:	Rob Ney								
Contractor's / Agency Name:	RMC Architects								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____									
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): 20-01 Contract Cost Center: 332407									
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input checked="" type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>		<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	<input type="checkbox"/> Interlocal Agreement (between Governments).	
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<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): \$ 98,950 This Amendment Amount: \$ _____ Total Amended Amount: \$ 98,950	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:									
This contract is between Whatcom County and RMC Architects, PLLC to provide a Feasibility Study for the Northwest Annex site located at the corner of Smith and Northwest Roads, Bellingham WA.									
Term of Contract:	Expiration Date: September 30, 2020								

Contract Routing:	1. Prepared by: Dee Ebergson	Date: 6/3/20
	2. Attorney signoff: <u>Approved/BW/email</u>	Date: <u>6-5-20</u>
	3. AS Finance reviewed: M Caldwell	Date: 6/5/20
	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:

**CONTRACT FOR SERVICES AGREEMENT
NORTHWEST ANNEX FEASIBILITY STUDY**

THIS AGREEMENT is made this 5th day of June, 2020, by and between **WHATCOM COUNTY**, a municipal corporation, hereinafter referred to as the "County", and RMC Architects, PLLC hereinafter referred to as the "Consultant" for the purpose of performing a Feasibility Study for the Northwest Annex Redevelopment Project located at the corner of Smith and Northwest Roads, Bellingham WA.

1. **Scope of Work:** The consultant will provide services as described in Exhibit "A" Scope of Work & Exhibit "C" Proposal.
2. **Consideration:** As consideration for the services provided pursuant to Exhibit "A" Scope of work, the County agrees to compensate the contractor a fixed fee amount of ninety eight thousand nine hundred fifty dollars and zero cents (\$98,950.00). Consultant will invoice the county on a monthly basis. Invoice will itemize the percentage of completion by task for the services provided. Invoice will be based upon a pre-approved schedule in conformance with the costs indicated in Exhibit "B", and in conformance with the Washington State Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects. Payments are contingent upon the county's determination that the consultant has made satisfactory progress toward achievement of tasks identified in Exhibit "A". The county will issue payment within 30 days of receipt of a valid invoice. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the consultant's expense.
3. All payments under this Agreement are considered reimbursement for services rendered. Each request for payment is to be submitted by invoice showing what services were rendered, and shall be supported by detailed documentation of those services actually performed, so as to comply with municipal auditing requirements. The County agrees to make payment for services provided promptly in accordance with the County's customary procedures.
4. **Time Schedule:** The service as outlined shall be completed no later than September 30, 2020.
5. **Extension:** The duration of this Agreement may be extended and the scope of services may be expanded by mutual agreement by both parties; provided, however, that any extension of time or expansion of scope of the Agreement shall be by mutual written consent of the parties
6. **Modifications:** No change or additions to this Agreement shall be valid or binding upon either party unless such change or additions be in writing and executed by both parties.
7. **Licensing in Compliance with Laws & Regulations:** The Consultant agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals. The Consultant agrees to comply with all applicable provisions of federal, state, and local law, including laws pertaining to public works projects. The Consultant is in compliance with RCW 18.27, the State Licensing Law, with a Certificate of Registration to be in effect throughout the work. The Consultant agrees to pay wages in accordance with RCW 39.12.040, the Prevailing Wage Act. The Consultant agrees to comply with all applicable standards of the Americans with Disabilities Act of 1990.

8. **Property Rights:** When the Consultant creates any copyrightable materials or invents any patentable property, the Consultant may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the material or property and to authorize other governments to use the same for state or local government purposes. Consultant further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.
9. **Public Records Act:** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

10. **Communications:** Communications between the Consultant and the County shall be addressed to the regular places of business. In the case of the Consultant, the address shall be:

RMC Architects, PLLC
Brad Cornwell, AIA, LEED AP
1223 Railroad Avenue
Bellingham, WA 98225
Phone: (360) 676-7733

11. In the case of the County, communications shall be sent to:

Rob Ney, Project & Operations Manager
3720 Williamson Way
Bellingham, WA 98226
Phone: (360) 778-5365
Fax: (360) 778-5361

12. **Administration of Contract:** The County hereby appoints and the Consultant hereby accepts the Whatcom County Executive, and his or her designee, as the County's representative for the purpose of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents related to this Agreement.
13. **Relationship of the Parties:** The parties intend that an independent Consultant/County relationship will be created by this Agreement. The County is interested only in the results to be achieved; the implementation of services will lie solely with the Consultant. Neither the Consultant nor any agent, employee, or representative of the Consultant shall be deemed to be an agent, employee, or representative of the County for any purpose.
14. **Indemnification and Hold Harmless:** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused by the negligent actions of Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

15. **Social Security and Other Taxes:** Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, other form of taxes, fee, licenses, excises, or payments required by any City, County, Federal or State legislation which are now or may, during the term of this Agreement, be enacted as to the Consultant and all persons employed by the Consultant as to all duties, activities, and requirements by the Consultant in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements there under pursuant to any rules and regulations that are now and may be promulgated in connection

therewith.

16. **Wages, Overtime and Safety:** The Consultant agrees to comply with 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.
17. **Proof of Insurance:** The Contractor shall procure and maintain the following minimum insurance coverages and limits of liability and provide proof of coverage by a Certificate of Insurance and endorsements and specifically name this County Project under the coverage:

Designer		
Workers' Compensation		Statutory Limits
Employer's Liability	\$1,000,000	per occurrence
	\$1,000,000 disease	policy limit
	\$1,000,000 disease	each employee
Commercial General		
Liability	\$1,000,000 each	per occurrence
	\$1,000,000	aggregate (applicable on a per project basis)
Comprehensive Automobile		
Liability	\$1,000,000 each	accident
Professional Errors		
and Omissions	\$1,000,000 each	claim
	\$1,000,000 annual	aggregate

Commercial General Liability insurance required under this paragraph shall be written on an occurrence form (ISO Form CG 00 01 or equivalent) and shall include coverage for Products/Completed Operations extending six (6) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to Designer's defense and indemnity obligations under Article 14, and other contractual indemnities assumed by Designer under the Contract Documents. Comprehensive Automobile Liability insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles. All Commercial General Liability coverage shall include a waiver of subrogation against Owner.

If the required Professional Errors and Omissions insurance is written on a claims made basis, the retroactive date shall be prior to the start of Designer's Work. Designer agrees to maintain such coverage for six (6) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

A Certificate of Insurance, that also identifies the County as an additional insured, shall be provided and is attached hereto as Exhibit C. This insurance shall be considered as primary and non-contributory and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

- 18. 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 of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein.
- 19. Suspension/Termination:** If the Consultant fails to comply fully with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this Agreement in the manner specified herein.
- 19.1 Suspension or termination for cause, If the Consultant is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend or terminate the Agreement pending corrective acts or investigation, which suspension or termination shall be effective upon seven (7) days written notification to the Consultant or its authorized representative.
- 19.2 For any other reason this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days advance written notice to the other party.
- 19.2 In the event of termination under this clause, the County shall be liable only for payments in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.
- 20. Non-Discrimination in Employment:** The Consultant shall not discriminate against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, Vietnam-era or disabled veteran status, or disability, except where such constitutes a bona fide occupational qualification. The Consultant 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, sexual orientation, age, marital status, Vietnam-era or disabled veteran status, or disability, 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.
- 21. Assignment and/or Subcontracting:** The performance of all activities contemplated by this Agreement shall be accomplished personally by the Consultant. The Consultant shall not assign or subcontract performance to others unless specifically authorized in writing by the County in advance. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement.
- 22. Safeguarding Client Information:** The Consultant agrees that confidential information obtained from the County shall not be disclosed except upon the written consent of the County.
- 23. Non-Waiver of Breach:** 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.

24. Time for Performance: Any work performed prior to the effective date of this Agreement or continuing after the completion date of the same, unless otherwise agreed upon in writing herein, will be in violation of this Agreement and municipal auditing requirements and will be at the Consultant's expense.

25. Venue Stipulation: This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in lawsuit and equity or judicial proceedings for the enforcement of this Agreement, or any provision thereof, shall be instituted and maintained in the courts of competent jurisdiction located in Whatcom County, Washington.

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

27. Extent of Agreement: This Agreement, with attachments, contains all of the terms and conditions agreed upon by the parties hereto. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

FOR THE CONSULTANT:

RMC Architects, PLLC

Address:

1223 Railroad Avenue
Bellingham WA 98225

Mailing Address:

1223 Railroad Avenue
Bellingham WA 98225

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

By _____
Brad Cornwell, AIA LEED, AP

FOR WHATCOM COUNTY:

By _____
Satpal Singh Sidhu, County Executive

APPROVED AS TO FORM:

Brandon Waldron, Senior Deputy Prosecuting Attorney

Contractor Information

RMC Architects, PLLC

Address:

1223 Railroad Avenue
Bellingham WA 98225

Mailing Address:

1223 Railroad Avenue
Bellingham WA 98225

Contact Name:

Brad Cornwell, AIA, LEED AP
Jeff McClure, AIA

Contact Phone:

(360) 676-7733

Contact Email:

Brad.c@rmcarchitects.com
Jeff.m@rmcarchitects.com

Exhibit "A"
Scope of Work

Proposal:

RMC Architects, PLLC proposed to provide a Feasibility Study for the Northwest Annex Site located at the corner of Smith and Northwest Roads, Bellingham WA.

Scope of Services

The County seeks to analyze and develop a viable concept design to construct up to 90,000 sq. ft. of new flexible "tenant" space to support new and relocated County Department.

Please reference Exhibit "C" for more detailed description of Scope of Work.

Services included in the Scope of Work:

Project Management Services (all phases)

- Project Administration
- Disciplines Coordination
- Data Coordination
- Development/Monitoring
- Presentations

Concept Design

- Civic/Site Design
- Programming
- Architectural Design
- Structural Design
- Mechanical Design
- Electrical Design
- LEED Services
- Scheduling
- Cost Estimating

Additional Services Include:

- Site Surveys
- Geotechnical services

Project Timeline

The scope of work for these services identified is to be completed by September 30, 2020.

Exhibit "B"
Compensation

COMPENSATION

FIXED TOTAL: \$98,950

State Defined Basic Service Fees	Hourly not to exceed
PSE Civic (cost x 1.05)	\$16,790
RMC Architects	\$30,000
Bassetti (cost x 1.05)	\$10,500 Allowance
Kingworks (cost x 1.05)	\$ 1,260
Hargis – Mechanical (cost x 1.05)	\$ 4,200
Hargis – Electrical(cost x 1.05)	\$ 4,200
<u>OAC or DCW – Estimating & Phasing (cost x 1.05)</u>	<u>\$10,500 Allowance</u>
SUBTOTAL	\$77,450 or less
Site Rendering (cost x 1.05)	\$ 3,000
Reimbursable Allowances	\$ 500

Reimbursable:

These include the direct cost of defined items including Owner requested printing or plotting or delivery service, and mileage beyond 50 mile radius from the project site.

ADDITIONAL SERVICES

Geotechnical Services (cost x 1.05)	\$18,000
TOTAL for Services	\$98,950

Invoices

Invoices will be billed monthly on a percentage of completion.

EXHIBIT "C"



REVISED 4 June 2020

Rob Ney
Project and Operations Manager
Whatcom County Facilities Management
3720 Williamson Way
Bellingham, WA 98225

**RE: Proposal for Services
NW Annex Feasibility Study
RMC #P1638**

Dear Rob,

Thank you for the opportunity to partner with you to assist with providing services to position the County proactively at the NW Annex site. We are ready to engage and look forward to supporting your analysis of this project.

We understand this proposal will be attached to a standard Whatcom County Agreement for Consultant Services between Owner and Architect.

Project Scope / Location

The County's NW Annex property, located at the Southeast corner of the Northwest Drive and West Smith Road intersection currently houses and supports Planning, Permitting, and some Public Works functions in a former Care Facility with associated outbuildings and site improvements. The County seeks to analyze and develop a viable concept design to construct up to 90,000 square feet of new flexible "tenant" space to support new and relocated County departments. The project does not yet have assigned users but the Consultant Team will develop core and shell building designs to support a number of potential "users-tenants" with associated site improvements. It is intended to remove the current NW Annex structure once a new facility is available and to utilize that area as part of a Masterplan. The project shall meet and comply with USGBC LEED v.4 Building Design & Construction (BD&C), Silver rating for core and shell.

A construction MACC (Maximum Allowable Construction Cost) is not yet defined and our services will assist in creating and defining one. Soft costs such as State sales tax (WSST), permitting fees, Consultant costs, and recommended contingencies, and furnishings are typically in excess of the MACC and will also be defined for your budgeting.

The Authority Having Jurisdiction (AHJ) is Whatcom County. We anticipate some limited but dedicated collaboration with a Planning Department contact to outline the expected process and timelines. The zoning is currently zoned as R5A (Rural-1 unit/5 acres), and the intended use appears to be an outright "permitted use." The zoning height limit appears to be 35 feet.

Consultant Team

We are pleased to gather and coordinate this team of experts.

Architecture	RMC Architects	Brad Cornwell, AIA Jeff McClure, AIA David Heck, AIA Jesse Fawcett
Interiors	Bassetti Architects	Caroline LeMay, AIA Amanda Clausen
Structural	Kingworks	Jack King, PE, SE
Mechanical	Hargis Engineers	Brian Haugk, PE
Electrical	Hargis Engineers	Doug Svee, PE
Civil	Pacific Survey & Engineering	Jeff VanderYacht, PE David Galbraith, PE
Cost Estimator	DCW Cost Management	Trish Drew
Geotechnical	GeoEngineers	Sean Cool, PE

Schedule and Delivery

This proposal is based on delivering services within a six to eight week time frame. It is currently anticipated that the project collaboration process will be via remote collaboration software, although a site walk with RMC and PSE would be helpful if possible.

LEED / Sustainability Metrics

We anticipate using the LEED v.4 BC&D, Silver certification as part of the mandated County sustainability metric. The County may choose to register the project as a separate cost not included in this proposal.

Basic Services

The Team Subconsultants (Civil, Structural, Electrical, Mechanical, Cost Estimator, and Geotechnical) are contracted through RMC Architects, and will provide feasibility design, input, and schemes.

Included in proposed SERVICES are the following designated administrative and management services which apply to all phases of the work.

A. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES (ALL PHASES)

Project Administration	Services related to concept design administrative functions including consultation, research of project related items, meetings and correspondence, progress reports, direction of the work of in-house and subcontracted architectural personnel, and coordination with work provided by separately contracted Owner's forces.
Disciplines Coordination	Coordination between the architectural work and the work of engineering and other disciplines involved in the project. Review and checking of documents prepared for the Project by the Architect and the Architect's Consultants.
Owner-Supplied Data Coordination	Review and coordination of data furnished for the Project as a responsibility of the Owner. Assistance in establishing criteria and obtaining data including, where applicable, documentation of existing conditions. Components may include site survey, hazardous material reports, IT systems, standards and existing conditions, historical/archaeological reports, traffic reports, furnishings standards or geotechnical engineering.
Schedule Development/ Monitoring	Establishment of an initial schedule for Architect's services, decision making, design, documentation, contracting and construction, based on determination of scope of Architect's services. Review and update of previously established schedules during subsequent phases.
Presentation	Services consisting of presentations and recommendations by the Architect to the following client representatives: Owner, Project Committee, and Staff as directed by the Owner.
Invoicing	Review and submission of monthly statements to Owner.

1. CONCEPT DESIGN

This Design Phase is the stage in which the general scope, conceptual design and the scale and relationship of components of the Project are explored and established. Anticipated number of web-hosted meetings: 3 plus a final presentation as requested.

Civil/Site Design	Services consisting of site planning including layout of ROW connections, utility service connections, internal drive lanes and parking, and storm water strategy. Included are the normal connections or extensions required to service the building such as water, sewer, gas, power, and fire sprinkler systems.
Program Confirmation (Bassetti)	Create an initial space program for allowing tenant flexibility and test via known County Departments.
Architectural Design (RMC & Bassetti)	Services to explore site constraints and opportunities defined from zoning, existing buildings/infrastructure, and phasing. Services responding to (projected program/pre-design) requirements and consisting of preparation of conceptual site improvements and building plans, concept building heights and elevations, preliminary selection of building systems and materials, and the development of approximate dimensions, areas and volumes.
Structural Design	Services consisting of recommendations regarding basic structural material and systems, analysis, and identification of conceptual design solutions.
Mechanical Design	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, and fire protection within a LEED framework. Provide \$/sf budget input.
Electrical Design	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and low voltage service and distribution. Provide \$/sf budget input.
LEED Services (RMC)	Services consisting of identification of potential LEED v.4 BC&D pathway of points for achieving a Silver certification (50 points minimum).
Scheduling	Services consisting of reviewing and projecting anticipated project durations for project decision-making.

Cost Estimating	Assist with analyzing scope and budget options to inform preferred building system choices. Services consisting of development of a probable construction cost from unit costs of building elements for the project. Cost per SF type estimating shall reflect the level of design elements presented in the concept design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program.
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2. ADDITIONAL SERVICES BEYOND BASIC SERVICES (As selected by Whatcom County)

Site Survey	Excluded, County will provide outside of this services agreement.
Geotechnical	Exploration of subsurface conditions and prepare conceptual recommendations for building structure(s) using drilling methodology and including infiltration capacity analysis.

Professional Services Fees

RMC has proposed this set of fees, predicated on providing the services (A+C+S+M/P+E+Estimator) as outlined in this proposal with certain specialty Consultants and services defined as Additional Services.

We intend to monthly invoice on a percentage complete billing basis (all contracted Subcontractors to RMC include a 5% markup and this is included in the numbers below):

BASIC SERVICES FEES

PSE – Civil (at cost x 1.05)	\$16,790
RMC Architects	\$30,000
Bassetti (at cost x 1.05)	\$10,500 Allowance
Kingworks (at cost x 1.05)	\$ 1,260
Hargis – Mechanical (at cost x 1.05)	\$ 4,200
Hargis – Electrical (at cost x 1.05)	\$ 4,200
DCW – Estimating & Phasing (at cost x 1.05)	\$10,500 Allowance
SUBTOTAL	\$77,450

Site Rendering (at cost x 1.05)	\$ 3,000
Reimbursables Allowance	\$ 500

BASIC SERVICES TOTAL \$80,950

ADDITIONAL SERVICES

Geotechnical Services – GeoEngineers (at cost x 1.05)	\$18,000
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TOTAL \$98,950

Reimbursables

These include the direct cost of defined items including Owner requested printing or plotting or delivery service, and mileage beyond a 50 mile radius from the project site. We recommend a \$500 allowance for these costs, which are in addition to the Basic Services Fees as outlined above. We also recommend creating a final conceptual site rendering by Stephanie Bower as part of the final deliverable.

Hourly Rates

The proposed Consultant Team's 2020 hourly rates are attached for any requested additional services.

We are excited to engage with this project to further strengthen our shared community commitments.

Sincerely,


Brad Cornwell, AIA, LEED AP
Principal


Jeff McClure, AIA
Principal

Consultant Team 2020 Hourly Rates

RMC Architects

Principals	\$185
Project Architect	\$125 - \$95
Architectural Staff	\$110 - \$85
Administrative Support	\$ 55

Bassetti Architects

Principal	\$240
Project Architect	\$160
Interior Designer	\$140
Administrative Assistant	\$ 90

Kingworks

Principal	\$152
Project Manager/Associate	\$137
Senior Engineer	\$127
Staff Engineer	\$ 99
EIT	\$ 90
Technician	\$ 81
Clerical	\$ 50

Hargis Engineering

Project Engineer	\$175
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Pacific Survey & Engineering

Principal Engineer	\$170
Project Engineer	\$130
Engineer Tech	\$105
Clerical	\$ 80

DCW Cost Management

Directors	\$175
Specialists	\$165 - \$175
Estimators	\$150 - \$165
Clerical	\$ 85

GeoEngineers

Principal	\$223
Associate	\$207
Senior Engineer/Scientist 2	\$186
Senior Engineer/Scientist 1	\$171
Engineer/Scientist 2	\$164
Engineer/Scientist 1	\$159
Staff 3 Engineer	\$141
Staff 3 Scientist	\$136
Staff 2 Engineer	\$121
Staff 2 Scientist	\$116
Staff 1 Engineer	\$109
Staff 1 Scientist	\$105
Senior Technician	\$ 86
Technician	\$ 76
GIS Coordinator	\$160
Senior GIS Analyst	\$142
GIS Analyst	\$128
CAD Design Coordinator	\$130
CAD Designer	\$ 95
CAD Technician	\$ 83
Administrator 2	\$ 83
Administrator 1	\$ 72

W.C. NW Annex Feasibility Study - RMC
RMC #P1638

4-Jun-20

TASKS	JMc	BPC	DH	JF	Admin
Admin	-	6	-	-	4
Consultant Coordination	2	4	-	-	-
Owner Data	1	2	4	4	-
Schedule	1	2	2	-	1
Zoning Capacity	1	4	4	2	2
Program	2	1	-	-	4
Charette Meetings (3) (Zoom)	6	3	8	-	-
Design	40	12	24	40	-
LEED	1	2	8	-	2
Cost Opinion	2	4	-	-	1
Presentation	4	1	4	16	8
SUBTOTAL	60	41	54	62	22
	x \$185	x \$185	x \$100	x \$85	x \$55
SUBTOTAL	\$11,100	\$7,585	\$5,400	\$5,270	\$1,210
TOTAL	Use \$30,000 Allowance				



Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • planning • gis

909 Squalicum Way, Suite 111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

May 1, 2020

RMC Architects
1223 Railroad Avenue
Bellingham, WA 98225

Attn: Mr. Brad Cornwell
Re: Whatcom County Northwest Annex Redevelopment
Civil Engineering Services Proposal

Dear Mr. Cornwell,

Pacific Surveying and Engineering, Inc. (PSE) is pleased to present this scope & fee proposal for the redevelopment of the Whatcom County Northwest Annex at the intersection of Smith Road and Northwest Avenue. The project would construct approximately 180,000 square feet of flexible office space for County staff members. We understand that Whatcom County is requesting a schematic design be prepared in anticipation of possible federal stimulus money. This proposal identifies a civil engineering scope of services and associated fee for supporting the schematic design phase.

SCOPE OF SERVICES

SCHEMATIC DESIGN DRAWINGS

We will prepare schematic civil drawings in support of the project. The civil drawings will include a horizontal site plan that will detail the horizontal location of the proposed buildings, parking lots, landscape areas, water service, sewer service, fire water service, stormwater conveyance, and stormwater management systems. The Schematic Design Drawings will be submitted to RMC in .pdf format.

STORMWATER CALCULATIONS

The project will be required to meet standards for stormwater management. We will review various alternatives to meet stormwater management requirements including open ponds, underground storage, raingardens, bioswales, and other Best Management Practices (BMP's) typical to commercial development projects in Whatcom County. We will prepare preliminary facility sizing calculations using WWHM stormwater modeling software. The results of the stormwater calculations will be used to generally depict the size of facilities on the Schematic Design Drawings. We do not propose to present our preliminary sizing calculations in the form of reports or formal submittals.

COORDINATION

We assume that there will be some level of coordination required with other design team members and Whatcom County staff during the schematic design phase. We assume that the schematic design phase will be a relatively short duration of approximately 6-weeks. We will attend meetings (in-person or virtual) and participate in email and telephone correspondence. We will also adjust our schematic design drawings as necessary based on feedback from the design team and Whatcom County.

SCHEDULE, TERMS AND BUDGET

The professional services outlined herein will be performed on a time and materials, not-to-exceed basis in accordance with the attached fee estimate, and per PSE's current hourly rates, updated annually. Our work will begin immediately following authorization from RMC Architects.

Please feel free to contact me with any questions regarding this proposal, scope, or schedule.

Sincerely,
Pacific Surveying and Engineering, Inc.



David Galbraith, P.E.
Principal

Proprietary Notice: The contents of this document are proprietary to Pacific Survey and Engineering, Inc. and intended solely for use by our clients to evaluate Pacific Survey and Engineering's capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of Pacific Survey and Engineering, Inc. In the event of any inconsistency with this outline and the General Provisions of the contract, the General Provisions shall control.

WHATCOM COUNTY NORTHWEST ANNEX

SCOPE AND BUDGET FOR CIVIL ENGINEERING SERVICES PACIFIC SURVEYING AND ENGINEERING

May 1, 2020

Prepared by:
Pacific Surveying and Engineering, Inc.
909 Squalicum Way #111
Bellingham, Washington 98225
Phone: (360) 671-7387
Fax: (360) 671-4685

TASK ITEM	Principal Engineer \$170	Project Engineer \$130	Engineer Tech \$105	Clerical \$80	BUDGET
SCHEMATIC DESIGN DRAWINGS					
Configure Topographic Survey (Assume Topo Separate Contract)	0	4	0	0	\$520
Review/Incorporate Architectural Site Plan	2	12	0	0	\$1,900
Utility Plan (Water, Sewer, Stormwater)	0	9	0	0	\$1,170
Stormwater Management Design	6	16	0	0	\$3,100
Deliverables Preparation, Submittals	0	0	4	2	\$580
Subtotal	8	41	4	2	\$7,270
STORMWATER CALCULATIONS					
Drainage Basin Delineations	4	6	0	0	\$1,460
WWHM Modeling	4	0	0	0	\$680
Review of Alternatives	4	12	0	0	\$2,240
Subtotal	12	18	0	0	\$4,380
COORDINATION					
Site Visits	4	0	0	0	\$680
Meetings and Correspondence	8	8	0	0	\$2,400
Revisions to Drawings	0	0	12	0	\$1,260
Subtotal	12	8	12	0	\$4,340
TOTAL BUDGET					\$15,990

Exclusions
Cost Estimating
Public Meetings

$$15,990 \times 1.05 =$$

$$\$16,790$$



PACIFIC SURVEYING & ENGINEERING SERVICES, INC.

2020 FEE SCHEDULE

OFFICE

STANDARD

Hourly

PRINCIPAL ENGINEER	\$170
ASSOCIATE ENGINEER	\$140
PROJECT ENGINEER	\$130
PRINCIPAL LAND SURVEYOR	\$170
ASSOCIATE LAND SURVEYOR	\$140
PROJECT LAND SURVEYOR	\$130
SURVEY COORDINATOR	\$130
PRINCIPAL SCIENTIST	\$170
SENIOR PROJECT SCIENTIST	\$140
PROJECT SCIENTIST	\$130
STAFF SCIENTIST	\$95
PROJECT MANAGER	\$150
SENIOR CAD / GIS TECHNICIAN	\$115
CAD / GIS TECHNICIAN	\$95
ENGINEERING TECHNICIAN	\$105
SURVEY TECHNICIAN	\$95
OFFICE / CLERICAL	\$80
EXPERT WITNESS / COURT PREPARATION & APPEARANCE	\$300

FIELD

SENIOR FIELD SCIENTIST	\$130
FIELD SCIENTIST	\$90
CONSTRUCTION INSPECTOR	\$100
SURVEY CREW CHIEF	\$100
1-PERSON SURVEY CREW	\$150
2-PERSON SURVEY CREW	\$200
3-PERSON SURVEY CREW	\$255
HYDROGRAPHIC SURVEY CREW	\$275
UAV (DRONE) LICENSED PILOT	\$150

OTHER

SURVEY MONUMENTS	DIRECT COSTS - PLUS 15%
PER DIEM / TRAVEL	DIRECT COSTS - PLUS 15%
REPRODUCTION / COURIER	DIRECT COSTS - PLUS 15%
SUB-CONSULTANTS	DIRECT COSTS - PLUS 15%
SIGNAGE / TRAFFIC CONTROL	DIRECT COSTS - PLUS 15%
RENTAL EQUIPMENT	DIRECT COSTS - PLUS 15%
GPS	\$200/DAY PER UNIT PLUS CREW
UAV (DRONE)	\$200/PER FLIGHT PLUS PILOT
MILEAGE	STANDARD FEDERAL RATE

The above hourly rates are based on an eight (8) hour workday. Hours beyond eight (8) per day, as well as work performed on nights and weekends, will be billed at 1.5 times the standard hourly rate. Work performed on federal holidays will be billed at 2.0 times the standard hourly rate. For prevailing wage projects, see applicable PSE prevailing wage fee schedule.

From: **Caroline Lemay** clemay@BassettiArch.com
Subject: RE: Whatcom County NW Annex proposal input needed.
Date: May 7, 2020 at 4:24 PM
To: Brad Cornwell brad.c@rmcarchitects.com
Cc: Amanda Clausen AClausen@bassettiarch.com

Hi Brad,

I just realized that my excel original file is on my desktop at the office and I'm at home today and tomorrow. I could make a special trip to go retrieve it but for your purpose of putting the fee proposal together, I thought I would give you an email version following your guideline below with just a couple of adjustments and description of my understanding of the scope associated with the fee.

Program summary (remote-no site visits): this would be in a spreadsheet format listing general program information.

\$3000

Research DAHP with existing NW Annex Bldg: This should be fairly easy research so I lowered the fee – let me know if I'm missing something about complexity here though.

\$500

Test fit program into core and shell footprint: This is where the bulk of the work is. I would assume that you would provide one site massing option for us to test the program to. I'm assuming this include test fit of the FF&E as well. This would only look at one option and one client review/adjustment cycle.

\$5500

Cost opinions on \$/SF level for TI and FF&E: we would provide a low/median/high cost average for typical construction, LEED silver buildings. Would you need to include the core & shell cost averages as well?

\$1000

No reimbursables are included (Printings, renderings)

Let me know if you need anything else from us today.

Caroline Lemay AIA
Principal

Bassetti Architects
t 206 340 9500
www.bassettiarch.com

Need to send me files? [Click here.](#)

10,000
x 1.05

\$ 10,500

From: Caroline Lemay

Sent: Wednesday, May 6, 2020 9:30 AM

To: Brad Cornwell <brad.c@rmcarchitects.com>; Amanda Clausen <AClausen@bassettiarch.com>

Subject: RE: Whatcom County NW Annex proposal input needed.

Sounds good Brad, its all about aligning the expectations with our work. We can ratchet down for

ENGINEERING SERVICES AGREEMENT with Kingworks Structural Engineers

CLIENT: RMC Architects

KW No: 20078

1223 Railroad Avenue
Bellingham, WA 98225

PROJECT: RMC Whatcom County NW Offices Feasibility

Northwest and Smith
Ferndale WA

CLIENT REPRESENTATIVE: Brad Cornwell

Description of Project:

Project to replace the NW Annex with 180000 sf of flexible office space. LEED Silver.

KW Scope of Basic Services:

Feasibility/Planning: Review the geotechnical information and architectural planning concepts for the building(s) and provide structural engineering input, as needed.

List of Information Provided by CLIENT to Prepare this Agreement:

Email from BC on 4/27/20

Engineering Services Fee:

Engineering services to be hourly, not to exceed \$1200

1200
x 1.05

\$ 1260

The attached Fee Schedule and the attached Statement of Terms and Conditions are incorporated into and made a part of this Engineering Service Agreement.

Issued by:



Date: 4/27/20

John R. (Jack) King, PE SE/ Principal

Accepted by:

Date: _____

(Signature of the authorized representative of the client)

www.king-works.com

600 Dupont Street * Suite B, Bellingham WA 98225

Note: Each page of this Terms and Conditions and Fee Schedule shall be read and initialed by Client and shall be returned with the signed Agreement.

STATEMENT OF TERMS AND CONDITIONS

This Statement of Terms and Conditions is incorporated into and made part of the Engineering Services Agreement between Kingworks Structural Engineers (referred to hereinafter as "KW"), and "CLIENT" (as named in the attached Agreement) for the "PROJECT" (as named in the attached Agreement). The Engineering Services Agreement and the Fee Schedule referenced in it and this Statement of Terms and Conditions are collectively referred to hereinafter as "this Agreement."

1. RESPONSIBILITIES OF KW

KW will perform the professional engineering services delineated in the Engineering Services Agreement ("the Basic Services"). Services beyond those delineated in the Engineering Services Agreement are defined as "Extra Services" and may be performed by subsequent written instrument. The Basic Services and any authorized Extra Services are collectively referred to hereinafter as "the Services."

2. RESPONSIBILITIES OF CLIENT

CLIENT shall:

- A. Provide all criteria and full information as to requirements for the PROJECT. KW is entitled to rely upon the completeness and accuracy of the information and documents provided by CLIENT.
- B. Designate a person to act as the CLIENT's representative with respect to communications with KW. KW is entitled to rely upon all decisions, approvals and commitments communicated by the CLIENT's designated representative.
- C. Give prompt notice to KW of any development that affects the scope and/or timing of KW's services.
- D. Coordinate KW's design/services with those of CLIENT's other consultants.

3. COMPENSATION

- A. All charges for Reimbursable Expenses other than mileage, printing and communication shall bear a 10% handling charge unless stated otherwise in the attached Fee Schedule.
- B. Unless otherwise stated, CLIENT will be invoiced monthly. Payment is due upon receipt of the invoice. Interest is charged at the rate of twelve percent per annum on amounts not paid within thirty days of the invoice date. KW may suspend and/or terminate performance of Services in the event of a payment default. In that case, KW shall have no liability for any delays, costs or damages occasioned as a result of the suspension or termination.
- C. If the PROJECT is postponed, suspended, or abandoned, KW will be paid for all services performed and Reimbursable Expenses incurred prior to the date on which KW is notified of the postponement, suspension or abandonment.

4. CONSTRUCTION PHASE

- A. KW shall not have control over and shall have no responsibility for construction means, methods, techniques, sequences or procedures.
- B. KW shall have no control over and shall have no responsibility for jobsite safety.
- C. KW shall have no responsibility for any failure on the part of any contractor to perform construction in accordance with drawings and/or specifications and shall have no responsibility for any act, error or omission committed by any contractor.
- D. KW will not perform inspections. Any site observations are conducted by KW only to become generally familiar with the progress of the construction work.

5. DISPUTES AND RESOLUTION

- A. KW and CLIENT agree that, as a prerequisite to commencing litigation, all disputes between them arising out of or related to this Agreement shall be submitted to mediation before the American Arbitration Association acting under its Construction Industry Mediation Rules. Any litigation that

CLIENT initial _____



is commenced before completion of a mediation proceeding required by this provision shall be dismissed upon the motion of the party that did not commence the litigation.

- B. The sole venue for any litigation arising out of or related to this Agreement shall be Whatcom County Superior Court.
- C. Any litigation between the parties out of or related to this Agreement – whether commenced by complaint, third-party complaint or cross-claim – must be commenced within three years of the date on which KW last performs substantial services under this Agreement.
- D. KW waives all claims for damages against CLIENT and CLIENT's employees to the extent the damages are covered by insurance carried by or for the benefit of KW. CLIENT waives all claims for damages against KW and KW's employees to the extent the damages are covered by insurance carried by or for the benefit of CLIENT.
- E. Each party waives all claims for consequential damages against the other.

6. MISCELLANEOUS

- A. This Agreement may be terminated by either party on seven days written notice to the other party.
- B. In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances within Whatcom, Skagit, and Island Counties in Washington State. No warranty, expressed or implied, is made or intended by this Agreement, by the Services, by the documents prepared and issued by KW or by oral or written reports furnished by KW.
- C. Neither KW nor CLIENT may assign this Agreement or any rights arising under it, whether during or after performance, to any other person or entity without first receiving the written consent of the other party, which consent may be withheld for any reason.
- D. Drawings and specifications prepared by KW are instruments of service and are the property of KW whether the work for which they are prepared is executed or not. The instruments of service are not to be used on other projects, except by specific, written agreement. Copies of the instruments of service may be retained by the CLIENT for its reference in the use, maintenance and occupancy of the completed PROJECT. The instruments of service shall not be altered in any manner without the permission of KW. Any use of the instruments of service on another project, or on this PROJECT following a termination of this Agreement when KW is not in default, shall be at the CLIENT'S sole risk and without liability on the part of KW.
- E. Nothing contained in this Agreement shall create a contract relationship with, or a cause of action in favor of, any person or entity not a party hereto. There are no third party beneficiaries of this Agreement.
- F. This Agreement states all of the terms of the agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments and agreements respecting its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both parties.

CLIENT initial _____



600 Dupont Street * Suite B – Bellingham WA 98225 / 360-714-8260 / www.king-works.com

FEE SCHEDULE

Services performed by Kingworks Structural Engineers ("KW") on the basis of hourly rates will be charged at the following rates:

CLASSIFICATION	HOURLY RATE
Principal	\$152.00
Project Manager / Associate	137.00
Senior Engineer	127.00
Staff Engineer	99.00
EIT	90.00
Technician	81.00
Clerical	50.00

The rates may be changed annually in accordance with KW's normal review practices.

Reimbursable Expenses are in addition to compensation for **Basic Services** and **Extra Services** and include expenses incurred by KW directly related to the **PROJECT**, including the following:

- 1 Outside consultant or testing services will be charged at cost plus 10%
- 2 Mileage in private or company vehicles will be charged at the current IRS Standard Mileage Rate for miles driven on PROJECT related business.
- 3 Actual travel and subsistence expenses incurred by KW personnel when away from the home office performing services related to the PROJECT will be charged at cost.
- 4 The actual expense of outsourced printing and reproduction of drawings and other documents (not for KW's internal use) will be charged at cost.
- 5 5 cents will be charged per page for letter size documents and 40 cents per square foot will be charged for large format documents printed or reproduced in house (not for KW's internal use).
- 6 Delivery expenses, such as express shipment, messenger charges and postage will be charged at cost.
- 7 Other similar PROJECT-related expenses.

Reimbursable Expenses will be billed monthly. Except as specifically stated above, Reimbursable Expenses will be charged at cost.



CLIENT initial _____

May 4, 2020

RMC Architects
1223 Railroad Avenue
Bellingham, WA 98225

Attention: Brad Cornwell, Principal

Regarding: Fee Proposal – Engineering Services
Whatcom County Office Building Planning Services

We are pleased to furnish this proposal for consulting engineering services. We will provide mechanical and electrical services for the referenced project, in accordance with the following.

Scope of Work

Scope includes planning phase engineering consulting services for approximately 180,000 square feet (sf) of new core and shell office space for Whatcom County in Bellingham, Washington. The planning study will review 3 to 5 schemes on a single site, including likely options of three similarly sized buildings and one single, non high-rise building. The project will pursue LEED Silver certification. We will provide input on conceptual mechanical and electrical and system alternatives in coordination with the proposed architectural schemes. Our deliverable will include high level input to RMC's planning study narrative and budgetary cost opinion. The work will be accomplished over a 6-week time period. The following tasks are included:

A. Mechanical and Electrical:

- Review up to 5 architectural building schemes
- Review conceptual system choices
- Participate in (2) conference calls
- Assist with preliminary LEED review for system selection input
- Narrative and budgetary cost model input
- Preliminary electric utility coordination

8000
x 1.25 m/h
\$ 8400

We propose a fee of \$8,000 on an hourly NTE basis at \$175/hr. We appreciate this opportunity to provide engineering services. Please let us know if you have any questions about our proposal.

Sincerely,
HARGIS ENGINEERS, INC.

Erik Stearns, PE
Principal, Electrical



Brian Haugk, PE
Principal, Mechanical



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Seattle, Washington 98101
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H A R G I S

Mechanical
Electrical
Telecommunications
Security
Energy



1700 Westlake Ave N, Suite 200
Seattle WA, 98109
220 NW 8th Ave
Portland, OR, 97209

206 259 2990
www.dcwcost.com
WBE WOSB SCS

May 12, 2020

Brad Cornwell
RMC Architects
1223 Railroad Avenue
Bellingham, WA 98225

RE: Whatcom County Northwest Annex Feasibility Study

FPSEA-2020-0073

Dear Brad Cornwell,

Thank you for inviting our team to submit a proposal for Cost Consulting services on this project.

My understanding of the scope of services to be provided is incorporated into the attached assumptions as detailed in Schedule 1. The proposed fees in Schedule 2 assume these terms & conditions will be in effect for the provision of our services, and we reserve the right to adjust our fee should these be changed, or should we be required to execute a different contract between us.

I look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees or the scope of our services, please do not hesitate to contact me. If you are in agreement with the scope, fees and contract terms, please sign as indicated, retain a copy and return the signed copy.

Sincerely,

A handwritten signature in black ink, appearing to read "Trish Drew".

Trish Drew, CPE, LEED AP
Managing Director

SCHEDULE 1

DCW COST MANAGEMENT, LLC's Basic Services

Project Description:

We understand that the project comprises cost planning for the Whatcom County Northwest Annex Feasibility Study located at 5280 Northwest Dr C, Bellingham, WA 98226. The cost study scope of work includes costing the feasibility study documents.

The intended design study includes new construction of up to 90,000 square feet of flexible tenant space and associate sitework to support new and relocated county departments.

Detailed Scope of Work:

Task 1 Feasibility Study

- Prepare an opinion of probable construction costs during this stage including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II component format.
- Prepare a final revision to the opinion of probable construction cost after review and commentary by the team.
- Provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.

SCHEDULE 2**Fee Schedule****Fee Breakdown**

	HRS	RATE	SUM
Task 1	62.5	\$160	\$10,000.00
SUM Total	62.5		\$10,000.00

The services in the scope of work (Attachment 1) will be performed on an **Hourly Basis NTE (not to exceed)** the amount of **\$10,000**.

The fees are valid for ninety days from the date of this proposal. Should any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications and reports required for the performance of our work will be provided electronically, at no cost to DCW Cost Management, LLC. Should you require printed copies of our opinions of probable construction cost, this fee assumes that we will provide a maximum of six copies of each report.

(end of page)

10,000 All-in-one CP
 x 1.05 m/n

 \$10,500

SCHEDULE 3**DCW COST MANAGEMENT, LLC Current Hourly Rate Schedule**

All other services not detailed above, including additional estimates, further revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services will be considered additional services. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Currently, these hourly rates are:

	<u>Bill Rate</u>
Directors	\$175.00
Specialists	\$165.00- \$175.00
Cost Estimators*	\$150.00 - \$165.00
Clerical	\$ 85.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators

Confirmation of Agreement: This letter correctly sets out the scope and fees to be provided by DCW Cost Management, LLC for the proposed project.

DCW COST MANAGEMENT, LLC.

Client: RMC Architects

DATE: 5/12/2020

DATE:

By: Trish Drew

By: Brad Cornwell

Its: Managing Director

Its: Principal






600 Dupont Street
Bellingham, Washington 98225
360.647.1510

May 5, 2020

Whatcom County Public Works
c/o RMC Architects
1223 Railroad Avenue
Bellingham, Washington 98225

Attention: Brad Cornwell, AIA, LEED AP

Subject: Proposal
Geotechnical Engineering Services
Whatcom County Northwest Annex Feasibility Planning
Bellingham, Washington
File No. 0484-115-00

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) is pleased to present this proposal to provide geotechnical engineering services for the proposed Whatcom County Northwest Annex Feasibility Planning project to be located at the existing County facility at the southeast corner of Smith Road and Northwest Avenue north of Bellingham, Washington. This proposal is based on correspondence with Brad Cornwell of RMC Architects, previous experience in the project vicinity and previous experience on similar projects.

The proposed facility will be located at the site of Whatcom County's existing Permitting Office which includes a larger one- to two-story primary structure and several smaller appurtenant structures and garages, paved and gravel driveway areas and landscaping. We understand that the County is evaluating the feasibility of constructing 180,000 square feet (sf) of flexible office space to consolidate some County offices and services. Building concepts include a spread out campus with several smaller buildings (two-story with 30,000 sf office space each), or a possible larger single structure up to four stories high. Additional infrastructure improvements including new parking areas, stormwater facilities and utilities are also planned at the site.

GeoEngineers previously completed geotechnical evaluations for the County Road Maintenance Shop located southeast of the site, and drainage evaluation at the Phillips 66 Soccer Fields to the east. Subsurface conditions in the project vicinity are expected to consist of a limited thickness of fill soils overlying generally sandy glacial outwash with relatively shallow groundwater. Key design considerations will be evaluation of soil liquefaction potential, determining suitable foundation types for new structures, and stormwater management.

SCOPE OF SERVICES

The purpose of our geotechnical engineering services is to provide preliminary geotechnical site evaluation in a phased approach for feasibility evaluation of the proposed site redevelopment, including a desktop study and preliminary design considerations, limited site exploration, and preliminary design recommendations. We propose the following scope of services:

Task 100 – Desktop Study and Preliminary Design Considerations Memo

1. Review geologic maps, topographical maps, and geotechnical engineering studies from the project vicinity, including information from our files for nearby properties, as available.
2. Review available groundwater information from the site and nearby properties.
3. Prepare a brief memorandum summarizing available geotechnical information and major geotechnical design considerations. This memo will aid in further project planning and will include:
 - a. Summary of expected soil and groundwater conditions based on the information available.
 - b. Preliminary review of site seismic design considerations including liquefaction potential of site soils and effect on suitable structure foundation types based on assumptions regarding subsurface soil profile.
 - c. A discussion of conceptual-level design alternatives for site development and foundation support for lighter one- to two-story structures and a possible larger and heavier four-story structure. Included will be a discussion of special ground improvement and/or foundation procedures such as stone columns/Geopiers™ or pile foundations if appropriate for mitigation of site soil and seismic considerations.
 - d. A discussion of anticipated site stormwater management and infiltration potential of site soils.
 - e. A discussion of relative rough order of magnitude (ROM) costs associated with foundation alternatives based on discussions with specialty contractors, if appropriate.

Task 200 (Option A) – Limited Test Pit Explorations and Laboratory Testing

1. Visit the site to locate the explorations and coordinate utility locate. GeoEngineers will call the state “dial-before-you-dig” contractor number to clear utility locations prior to the explorations. In accordance with state law, we will perform a subsequent site visit to confirm that all utilities have been marked at the exploration locations. We have also included budget for a private utility locate to clear exploration locations. This service is recommended unless detailed as-built utility information is available. We would request that a representative from the County provide us with all available utility information for the property.
2. Perform site exploration by excavating test pits at the site using a subcontracted excavator or backhoe. We will complete approximately six test pits to maximum depths of 8 to 10 feet below the ground surface, as feasible with the available equipment. We anticipate field work can be completed in 1 day. The test pits will be backfilled upon completion with the excavated soils which will be compacted to the extent practical using the excavator or backhoe bucket.
 - a. The County can provide a excavator/backhoe and operator if desired for a reduced fee.
 - b. The test pits will be backfilled with excavated soils and tamped with the excavator bucket. Some settlement should be expected in test pit areas over time. .



3. Evaluate pertinent physical and engineering characteristics of the foundation soils based on laboratory tests performed on samples obtained from the borings. We anticipate that laboratory testing will consist of moisture content, percent fines/particle size analysis, and Atterberg limits as appropriate for the materials encountered.

Task 200 (Option B) – Drilled Site Explorations and Laboratory Testing

1. Complete utilities location as described in Option A above.
2. Drill four to six borings using hollow-stem auger drilling and Standard Penetration Test (SPT) drilling techniques, extending in the range of 25 to 30 feet below the existing ground surface (bgs), with at least one of the borings extending to a depth up to 75 feet bgs or to a dense bearing layer if present. The depth of the borings is intended to characterize near-surface soil and groundwater conditions for shallow bearing support and the presence/depth of liquefiable soils or soft clays that could influence foundation performance and settlement. The borings will be completed with a specialized track-mounted or truck-mounted drill rig subcontracted to GeoEngineers.
 - a. We anticipate the explorations will be completed in about 1½ days.
 - i. One of the explorations will be completed as a piezometer extending about 10 to 15 feet bgs.
 - ii. The drill cuttings will be left on site, and disposal coordinated with the County. The borings will be backfilled in accordance with the Department of Ecology requirements.
 - b. We have included planning in our estimate for extending at least one of the borings to a depth up to 75 feet bgs to determine the presence and depth to the dense bearing layer. The purpose of this deeper boring would be to provide a preliminary evaluation of ground improvement or pile foundations, if necessary, and provide a soil profile for seismic design in accordance with International Building Code (IBC).
 - c. This exploration plan (number and depth of borings) may be modified/adjusted to accommodate site conditions encountered.
3. Complete laboratory testing as described in Option A above.

The borings or test pits for both options will be monitored by one of our geotechnical engineers or engineering geologists on a full-time basis. Our representative will obtain samples of the various soils encountered, classify the materials and maintain a detailed log of each exploration. The soil samples will be sealed and returned to our laboratory for additional examination and laboratory testing, as appropriate.

Note: If 'Option A' test pit explorations are selected, it is likely that additional design-level site explorations and engineering analysis will be required, depending on site conditions and final building options. If 'Option B' drilled explorations are selected, it may be feasible to complete future final design without additional site explorations, however some additional exploration could provide value if a larger building alternative is selected for the site.

Task 300 – Preliminary Geotechnical Design Recommendations

1. Provide seismic design considerations based on the 2018 IBC, including potential for liquefaction of bearing soils, based on information available.

2. Complete a pre-design level evaluation of foundation support options and other significant geotechnical design considerations, including:
 - a. Shallow foundation, mat foundation, slab-on-grade analysis and support conclusions. A discussion of ground improvement and/or pile foundation options will be included as appropriate.
 - b. Provide a discussion of site stormwater management including detention or infiltration options. The feasibility/infeasibility of infiltration at the site will be evaluated based on soil grain size characteristics and compared with Department of Ecology Stormwater Management Manual guidelines. It may be necessary to complete a future pilot infiltration test (PIT) to determine in-situ infiltration rates and/or mounding analysis during a future phase of work (i.e. not included in this scope and fee estimate).
 - c. Provide a discussion of earthwork considerations including stripping depth and site preparation, suitability of existing fill soils, use of on-site soils for structural fill, imported soils, and compaction criteria for building and slab support.
 - d. Provide a discussion of recommended additional site explorations and engineering analysis to complete future final design.
3. Provide a pre-design level geotechnical letter report with our conclusions and recommendations. Exploration logs, a site plan, and any supporting test data will be included.
4. Participate in a pre-design meeting with the project team and provide advance coordination for geotechnical related aspects of site layout and planning. We have assumed one 2-hour meeting and 2 hours of additional consultation time for this task.

SCHEDULE, TERMS AND BUDGET

GeoEngineers is available to begin work immediately upon notice to proceed. Our desktop design considerations memorandum can be completed within 2 weeks after notice to proceed. We can schedule the site explorations upon request—typically the drilling subcontractor is available within about 4 weeks. The laboratory analyses can be complete within about 2 weeks after the explorations. Our preliminary design report can be available shortly thereafter depending on required coordination with the project team. We can provide verbal results to you and/or other design team members as the results become available. If this schedule does not meet your needs, please contact us regarding any modifications that will allow you to meet your time schedule.

We propose to conduct our services on a time-and-expenses basis in accordance with the terms described in our General Conditions, which are attached and form a part of this proposal. We will only invoice for those services completed. The estimated fee for our services will be determined using the rates contained in our Schedule of Charges, which also is attached as part of this proposal.

Geotechnical Engineering Services**Estimated Fee****Task 100—Desktop Study and Preliminary Design Memorandum**

Review available soil and groundwater information \$1,200

Preliminary design considerations memo \$1,500

Task 100 Subtotal \$2,700**Task 200—Limited Site Explorations and Laboratory Testing**

Utility locate, subcontractor and County coordination \$900

Subcontracted private utility locate \$400

Option A—GeoEngineers field labor and expenses \$1,600

Option A—Subcontracted test pit explorations \$1,300

Option B—GeoEngineers field labor and expenses \$2,200

Option B—Subcontracted drilled explorations \$5,700

Laboratory testing \$900

Task 200 Subtotal
~~\$5,100 (Option A) or~~
\$10,100 (Option B)**Task 300—Preliminary Geotechnical Design Recommendations**

Preliminary engineering analysis \$1,100

Preliminary geotechnical report preparation \$2,600

Meeting attendance, consultation and project management \$1,300

Task 300 Subtotal \$5,000~~Total (Option A) \$13,400~~**Total (Option B) \$18,000**

This scope and fee estimate is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date. There are no intended third-party beneficiaries arising from the services described in this agreement and no party other than the party executing this agreement shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

We appreciate the opportunity to present this scope and fee estimate and look forward to working with you on this project. Formal authorization for our services can be provided by returning one signed copy of this proposal. Please call if you have questions.

Sincerely,
GeoEngineers, Inc.

Mark W. Rose, PE
Geotechnical Engineer

Sean W. Cool, PE
Associate

MWR:SWC:mls

Attachments:

General Conditions—Standard 2020

Schedule of Charges—Local Agency (Bellingham) 2020

One copy submitted electronically

The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

<p>Whatcom County Public Works</p> <hr/> <p>ORGANIZATION</p>	<hr/> <p>* SIGNATURE</p>
<hr/> <p>DATE</p>	<hr/> <p>TYPED OR PRINTED NAME</p>

*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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GENERAL CONDITIONS

Definitions

The words and phrases listed below have the following meanings when used in this Agreement:

"Agreement" means the complete agreement between Client and GeoEngineers, and consists of all of the following: 1) The Services Agreement or Proposal, including the Scope of Services contained within it; 2) These General Conditions and its attached Schedule of Charges, as applicable; 3) Any documents expressly incorporated by reference into the Services Agreement, Proposal or General Conditions; 4) Any modifications to this Agreement, if mutually agreed to by the parties in writing.

"Client" means the individual(s) or entity that has entered into this Agreement with GeoEngineers.

"GeoEngineers" means GeoEngineers, Inc., a Washington corporation, and any of its employees, officers and directors. GeoEngineers is sometimes referred to as "us," "we" or "our" throughout this Agreement.

"Hazardous Materials" means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

"Scope of Services" means the sum total of all of our activities and all of the Instruments of Service undertaken or provided pursuant to this Agreement.

"Excluded Services" means those services that we are not providing under this Agreement, which includes any services recommended to Client and which Client chooses not to include in our Scope of Services.

Integrated Written Agreement

This Agreement represents the entire and integrated agreement between Client and GeoEngineers and supersedes all prior communications, negotiations, representations or agreements, either written or oral between the parties. No agreement or understanding varying or extending this Agreement shall bind either party, other than by a subsequent written agreement, signed by Client and GeoEngineers.

GeoEngineers has made no promise or inducements to Client to enter into this agreement other than what is explicitly provided in the agreement. Client is not relying on any representations made by GeoEngineers outside of those embodied in this Agreement.

Conflicts

Any alteration to these General Conditions or appended terms and conditions by Client shall be void and not included as part of this Agreement unless mutually agreed to in writing by both parties. In the event of conflict between these General Conditions and any terms appended by the Client that are agreed to by the parties, the terms of these General Conditions shall prevail.

Standard of Care and Warranty Disclaimer

GeoEngineers will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location. No warranty or guarantee, either express or implied, is made or intended by this Agreement or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.

Client Furnished Information and Obligations

Client will provide GeoEngineers with the following: a description of the property; the locations of any underground utilities, facilities or structures on or adjacent to the property which could impact our work; and the nature and location of any known or suspected hazardous materials that may exist on the property. Client understands that GeoEngineers is not responsible for damages to underground utilities, facilities or structures known by Client to exist and not specifically or correctly identified to us, and Client agrees to indemnify GeoEngineers for these damages to the extent provided in the INDEMNIFICATION section of these

GENERAL CONDITIONS. GeoEngineers is neither responsible nor liable for the creation, existence, or presence of any hazardous materials, including asbestos, present at the work site prior to or during the performance of this Agreement, except any hazardous materials generated solely by us, our agents or subcontractors.

Additionally, the Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. GeoEngineers may use such information, requirements, reports, data, surveys and instructions in performing the services and is entitled to rely upon their accuracy and completeness.

Permits and Agency Arrangement

If included in the Scope of Services, GeoEngineers will assist Client in applying for necessary permits and licenses. Client may, upon written acceptance by GeoEngineers, designate GeoEngineers as its agent for the purposes of drafting permit and/or license applications. GeoEngineers' agency authority under this arrangement shall be limited solely to the completion and submission of the permit and/or license applications. GeoEngineers will rely upon data collected by and information provided by Client in preparing the applications. GeoEngineers shall not be responsible for errors or inaccuracies contained in data and information supplied by Client. Client shall assume full responsibility for reviewing, understanding and signing all permit and license applications drafted by GeoEngineers.

GeoEngineers cannot and does not guarantee that permits or approvals will be issued by the governing authorities, and will not be subject to any claims, losses or damages allegedly incurred as a result of Client's failure to obtain the necessary permits and approvals.

Client waives any claim against GeoEngineers relating to errors or inaccuracies in data and information provided by Client and permit-related project delays caused by other parties, including, but not limited to Client, project opponents, and permitting or licensing agencies.

Rights of Entry

Unless otherwise agreed to in writing, Client will provide for right of entry and any authorizations needed for us to enter upon property to perform our Services under this Agreement.

Surface and Subsurface Disturbance

GeoEngineers will take reasonable precautions to minimize surface and subsurface disturbance. However, in the normal course of exploratory work some surface disturbance may occur, the restoration of which is not part of this Agreement unless specifically included in our Scope of Services.

Discovery of Hazardous Materials

"Unanticipated hazardous materials" are any hazardous materials that may exist at the project site, but which this Agreement does not identify as present and whose existence is not reasonably anticipated. The discovery of unanticipated hazardous materials will constitute a changed condition that will require renegotiation of the Scope of Services or termination of this Agreement.

The discovery of unanticipated hazardous materials may necessitate that we take immediate protective measures. If we discover unanticipated hazardous materials, we will notify Client as soon as practicable. Based on our professional judgment, we may also implement protective measures in the field. Client will pay the cost of any such additional protective measures.

Client is responsible for reporting releases of hazardous substances to appropriate government agencies as required by law.

Client waives any claim against GeoEngineers relating to the discovery of unanticipated hazardous materials and will indemnify GeoEngineers to the extent provided in the INDEMNIFICATION section of these GENERAL CONDITIONS.

Off-site Disposal of Hazardous Materials

Client acknowledges that GeoEngineers is not and shall not be required to be in any way an 'arranger', 'operator', or 'transporter' of hazardous materials present or near the project site, as these terms are defined in applicable Federal or State

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GEOENGINEERS 

Statutes. In addition, Client shall sign all manifests for the disposal of substances affected by regulated contaminants.

However, if the parties mutually agree that GeoEngineers sign such manifests and/or to hire for Client a contractor to transport, treat, or dispose of the hazardous materials, GeoEngineers shall do so only as Client's agent. Client agrees to defend, indemnify, and hold harmless GeoEngineers, its officers, directors, employees and agents from any claim, suit, arbitration, or administrative proceeding, damages, penalties or liability that arise from the executing of such manifests on Client's behalf.

Further, GeoEngineers will, at Client's request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but GeoEngineers shall not make any independent determination about the selection of a treatment, storage, or disposal facility.

Unanticipated and Changed Conditions

Actual subsurface conditions may vary from those encountered at the specific locations where GeoEngineers conducts its surveys or explorations. We can only base our site data, interpretations and recommendations on information reasonably available to us. Practical and reasonable limitations on available data will result in some level of uncertainty, and therefore risk, with respect to the interpretation of environmental, geological and geotechnical conditions even when we have followed the standard of care.

The discovery of unanticipated or changed conditions may require renegotiation of the Scope of Services or termination of services. GeoEngineers reserves the right to solely determine the continued adequacy of this Agreement in light of any discovery of conditions that were not reasonably anticipated or known at the time of this Agreement. If we determine that renegotiation is necessary, GeoEngineers and Client will in good faith enter into renegotiation of this Agreement to permit us to continue to meet Client's needs. If Client and GeoEngineers cannot agree on new terms, we reserve the right to terminate this Agreement and receive payment from Client for all services performed and expenses incurred up to and including the date of termination. Underground utilities that are not properly indicated on plans and specifications provided to GeoEngineers by others or not reasonably located by the utility owner will be considered a changed condition under this clause.

Site Safety

GeoEngineers will maintain a safety program for our employees. GeoEngineers specifically disclaims any authority or responsibility for general job site safety and for the safety of persons who are not employed by us. GeoEngineers is not responsible for the job safety or site safety of the general project and is not responsible for compliance with safety programs and related OSHA and state regulations that apply to other entities or persons. Client is independently responsible for requiring that its construction or remediation contractors take responsibility for general job site safety.

Construction and Remediation Observation

The conclusions and recommendations for construction or remediation in our reports are based on limited sampling and the interpretations of variable subsurface conditions. Therefore, our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by reviewing preconstruction design documents and observing actual construction or remediation activities on site. If our Scope of Services does not include preconstruction plan review and construction/remediation observation, then any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to GeoEngineers.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures selected by any contractor or agent of Client or any third party to this Agreement.

Further, a duty to provide contract administration or contract management services may not be imputed from GeoEngineers' professional actions or affirmative conduct when on the job site.

Sample Retention and Disposal

We will discard nonhazardous samples 60 days after they are obtained, unless Client makes prior arrangements to store or deliver the samples. Samples containing hazardous materials regulated under federal, state or local environmental laws are the property and responsibility of Client. Client will arrange for lawful disposal, treatment and transportation of contaminated samples at Client's expense, unless Client makes other written agreements regarding their disposal.

Identification of Other Contaminants

Sampling and Analysis Plans (SAPs) typically specify the contaminants of interest (COIs) on a site and the standard EPA/state agency analytical methods (Standard Methods) to be used by laboratories for determining the estimated concentration of such COIs in soil and water samples. GeoEngineers' instructions notwithstanding, application of Standard Methods by an analytical laboratory may occasionally result in the inadvertent identification of contaminants that are not COIs. If in the course of GeoEngineers' laboratory data validation review non-COI contaminants are identified with COI-equivalent data quality and analytical values at or above regulatory action levels, GeoEngineers will disclose such results to Client with appropriate recommendations, which may include recommendations for reporting to regulatory agencies. Client actions subsequent to any such disclosure shall be at Client's sole risk, and Client shall indemnify and hold harmless GeoEngineers from any claims, liabilities, damages or costs arising from the discovery of regulated non-COIs to the extent provided in the INDEMNIFICATION SECTION in these GENERAL CONDITIONS.

Confidential Information

Unless otherwise agreed to in writing by the parties, each party expressly undertakes to retain in confidence, and to require its employees and consultants to retain in confidence, all data and/or information of the other party that is not generally known to the public, whether of a technical, business or other nature, that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure reasonably ought to be treated as proprietary and confidential ("Confidential Information"). Each party agrees not to use the Confidential Information of the other party except pursuant to this Agreement. The receiving party will not disclose any item of Confidential Information to any person other than its employees, agents or contractors who need to know the same in the performance of their duties except as may be required by law or judicial order. The receiving party will protect and maintain the confidentiality of all Confidential Information of the disclosing party with reasonable care, including but not limited to informing all employees, agents or contractors to whom Confidential Information is disclosed of the confidentiality obligations imposed by this Agreement. Confidential Information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding the foregoing, GeoEngineers may use the Client's name and logo in connection with identifying its prior customers and projects. Data and/or information that is disclosed due to a party's computer systems being hacked or through other such improper or illegal cyber conduct, including but not limited to phishing and viruses, shall not be considered a disclosure under this paragraph.

Instruments of Service and Proprietary Methodologies

Reports, field data, laboratory data, analyses, calculations, estimates, designs and other documents prepared by GeoEngineers are Instruments of Service and remain our property. We will retain final project records for a period of 20 years from completion of our services.

Neither Client nor any other party may modify or use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise outside the scope of this Agreement, without our prior written permission. GeoEngineers is not responsible for such modification or reuse (unless such modification or reuse is expressly authorized by GeoEngineers in writing). Client will defend, indemnify, and hold GeoEngineers harmless against any claims, damages, or losses relating to such modification or reuse to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

GeoEngineers grants Client a limited license to utilize its Instruments of Service for the purposes described in the scope of services, and for maintenance of the Project thereafter, subject to any limitations expressed in the Instruments of Service. GeoEngineers may withdraw or terminate that limited license at any time if Client fails to comply with this Agreement, including but not limited to the circumstance in which Client fails to timely pay outstanding invoices. In the event that GeoEngineers withdraws the limited license, Client herein acknowledges that Client is prohibited from using the Instruments of Service for any purpose from that date forward. GeoEngineers will not be responsible nor liable, and Client will hold GeoEngineers harmless for any damages or injury flowing, or allegedly flowing, from Client's inability to utilize the Instruments of Service as a result of the circumstances described herein. Client herein agrees that injunctive or other relief is appropriate if GeoEngineers believes that Client is utilizing the Instruments of Service in a manner contrary to this paragraph or as otherwise described in the preceding paragraphs under this Article titled "Instruments of Service and Proprietary Methodologies." This paragraph shall survive the termination of this Agreement.

GeoEngineers may provide Client with Instruments of Service that include pre-existing content or data which are generated at least in part by or derived from proprietary and/or patented methodologies and systems. GeoEngineers may also apply proprietary and/or patented methodologies and systems in fulfilling the terms of this agreement, and may also make temporarily available to Client a working knowledge of such proprietary and/or patented methodologies and systems during the term of this agreement.

Notwithstanding anything to the contrary, GeoEngineers shall retain ownership over all intellectual property rights including, but not limited to, inventions, patents, copyrights, know how, trade secrets, and trademarks in such Instruments of Service and their associated data and in the proprietary and/or patented methodologies and systems. Subject to full payment by Client to GeoEngineers of all amounts owed hereunder and the terms of any licensing agreement between the parties, GeoEngineers grants to Client a nonexclusive, nontransferable license to use the Instruments of Service. Client shall not distribute, rent, lease, service bureau, sell, sublicense, or otherwise transfer the Instruments of Service or their data or content, unless previously agreed to in writing by GeoEngineers, and shall not decompile, reverse engineer, disassemble, reverse translate, or in any way derive any trade secrets or source code from the Instruments of Service. Unless otherwise specified in writing between the parties, no such Client use of Instruments of Service shall give rise to any right in the Client to use the proprietary and/or patented methodologies and systems referred to herein. During and only during the term of this agreement, GeoEngineers grants to Client a nonexclusive, nontransferable license to employ such proprietary and/or patented methodologies and systems as have been disclosed to Client by GeoEngineers pursuant to fulfilling the terms of this agreement.

Data stored in electronic media format can deteriorate or be modified inadvertently or otherwise. When transferring documents in electronic media format, we make no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by us.

We shall not be responsible for any alterations, modifications or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without our consent. Client shall defend, indemnify and hold us harmless against any claims, damages or losses arising out of the reuse of the electronic data without our written consent and arising out of alterations, modifications, or additions to the electronic data made by anyone other than GeoEngineers to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

All documents, including the electronic files that are transferred by us to Client are Instruments of Service of GeoEngineers and created for this project only, and no representation or warranty is made, either express or implied, concerning the files and data.

Billing and Payment

We will bill for our services monthly. Payment is due on receipt of the invoice unless otherwise agreed to in writing. Client will notify GeoEngineers within 20 days of receipt of invoice of amounts in dispute. A service charge of 1-1/2% per month shall apply to any undisputed amounts that are more than 30 calendar days past due and amounts in dispute where Client has not notified GeoEngineers within the 20-day period. In addition to any past due amount, Client will pay all of our reasonable expenses necessary for collection of any past due amounts including, but not limited to, attorneys' fees and expenses, filing fees, lien costs

and our staff time. Collection efforts for past due amounts by GeoEngineers shall not be subject to the DISPUTES clause of these GENERAL CONDITIONS.

Payment of invoices shall not be subject to any discounts or set-offs by the Client, unless agreed to in writing by GeoEngineers. Payment to GeoEngineers for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. Payment to GeoEngineers shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties.

Adjustment for Increased Costs

GeoEngineers reserves the right to invoice Client for additional charges incurred in the event of an unanticipated increase in project-related taxes, fees or similar levies; or if GeoEngineers must modify project-related services, facilities or equipment to comply with new laws or regulations or changes to existing laws or regulations that become effective after execution of this Agreement.

GeoEngineers revises its Schedule of Charges annually. Therefore, we reserve the right to modify our Schedule of Charges applicable to our services if performance of this Agreement extends beyond 12 months, or if changes in the project schedule result in our services extending into the next calendar year.

Scope of Services and Additional Services

Our engagement under this Agreement includes only those services specified in the Scope of Services. GeoEngineers has no duty to provide services beyond those explicitly described in the scope of services or as may be changed (provided that such changes do not materially change the original scope), or added via a signed directive by the Client, as described more fully in the next paragraph. Client understands and agrees that GeoEngineers' scope will not be expanded by, and no duties or responsibilities may be imputed from GeoEngineers' actions or affirmative conduct when on site.

If agreed to in writing by the Client and GeoEngineers, GeoEngineers shall provide the additional services which shall become part of the Scope of Services and subject to the terms of this agreement. Such services shall be paid for by the Client in accordance with GeoEngineers' then prevailing Schedule of Charges unless otherwise agreed to in writing by the parties.

Client agrees it will not hold us liable and expressly waives any claim against GeoEngineers for 1) not performing additional services that Client instructed us not to perform, 2) not performing additional services that were not specifically requested in writing by Client and agreed to by both parties, 3) not performing recommended additional services that Client has not authorized us to perform.

Termination of Services

Termination for Cause

Either party may terminate this Agreement upon at least seven (7) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable.

Termination for Convenience

Either party may terminate this Agreement for convenience upon seven (7) days written notice to the other. In the event that Client requests early termination of our services for convenience, we reserve the right to complete such analyses and records as are necessary to place our files in order and to complete a report on the services performed to date. Charges for these termination activities are in addition to all charges incurred up to the date of termination. Upon termination for convenience by either party, all invoices for services performed up to the date of termination and termination fees defined herein are immediately due and payable.

Suspension of Services

If the project or GeoEngineers' services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoEngineers shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate GeoEngineers

for expenses incurred as a result of the suspension and resumption of its services, and GeoEngineers' schedule and fees for the remainder of the project shall be equitably adjusted.

If GeoEngineers' services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoEngineers may terminate this Agreement subject to the terms in the "Termination for Convenience" clause.

If Client is in breach of the payment terms, states their intention not to pay forthcoming invoices, or otherwise is in material breach of this Agreement, GeoEngineers may suspend performance of services upon five (5) calendar days' notice to Client or terminate this Agreement according to the "Termination for Cause" clause. In the event of suspension, GeoEngineers shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by Client's breach of this Agreement. In addition, we may withhold submittal of any work product if Client is in arrears at any time during the performance of services under this Agreement. Upon receipt of payment in full of all outstanding sums due from Client, or curing of such other breach which caused GeoEngineers to suspend services, GeoEngineers shall resume services and submit any withheld work product, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of such suspension. Any suspension by GeoEngineers exceeding 30 calendar days shall, at GeoEngineers' option, make this Agreement subject to renegotiation or termination according to the "Termination for Cause" clause in this Agreement.

In the event Client has paid a retainer to GeoEngineers, GeoEngineers shall be entitled to apply the retainer to cover any sums due from Client up to the date of suspension. Prior to resuming services after such suspension, Client shall remit to GeoEngineers sufficient funds to replenish the retainer to its full prior amount.

Delays

The Client agrees that GeoEngineers is not responsible for damages arising directly or indirectly from any delays for causes beyond GeoEngineers' control. Such causes include, but are not limited to, strikes or other labor disputes, epidemics, quarantine restrictions, severe weather disruptions, fires, floods, earthquakes, tidal waves, riots, terrorist acts, freight embargoes, insurrections, wars, or other natural disasters, emergencies, or acts of God; failure of any government agency to act in a timely manner, failure of performance by the Client or the Client's Contractors or other Consultants; or unanticipated discovery of any hazardous materials or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by GeoEngineers to perform its services in an orderly and efficient manner, GeoEngineers shall be entitled to an equitable adjustment in schedule and/or compensation.

Indemnification

GeoEngineers will indemnify and hold the Client harmless from and against any claims, liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of death or bodily injury to persons or damage to property to the extent proven to be caused by or resulting from the sole negligence of GeoEngineers, its agents or its employees. For any such claims, liabilities, damages or costs caused by or resulting from the concurrent negligence of GeoEngineers and other parties, including the Client, the duty to indemnify shall apply only to the extent of GeoEngineers' proven negligence.

The Client will defend, indemnify and hold GeoEngineers, including its subsidiaries and affiliates, harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties and costs (including without limitation reasonable attorney fees and costs of defense) arising out of or in any way related to this project or this Agreement, provided that Client's indemnification obligations shall not apply to the extent of the proven negligence of GeoEngineers, its officers, agents and employees.

Client's indemnification obligation shall include, but is not limited to, all claims against GeoEngineers by an employee or former employee of Client, and Client expressly waives all immunity and limitation of liability under any industrial insurance act, worker's compensation act, disability benefit act, or employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. Client's waiver of immunity by the provisions of this paragraph extends only to claims against GeoEngineers by Client's current or former employees and does not include or extend to any claims by Client's employees or former employees directly against Client.

Client's duty to defend in this paragraph means that Client shall assume the defense of such claim using legal counsel selected or approved by GeoEngineers

and GeoEngineers shall be entitled to participate in the strategy and direction of the defense. In the course of defending a claim under this paragraph, Client shall not compromise or settle the claim without GeoEngineers' consent unless: (i) such settlement or compromise only involves monetary relief that is paid in full by Client, (ii) GeoEngineers is not liable for any such settlement or compromise, and (iii) there is no finding or admission that GeoEngineers is or was liable under any legal theory for damages relating to the claim.

By entering into this Agreement, Client acknowledges that this Indemnification provision has been reviewed, understood and is a material part of the Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

Limitation of Remedies

GeoEngineers' aggregate liability responsibility to Client, including that of our subsidiaries and affiliates, officers, directors, employees, agents and subconsultants, is limited to \$50,000 or the amount of GeoEngineers' fee under this Agreement, whichever is greater. This limitation of remedy applies to all lawsuits, claims or actions, whether identified as arising in tort, contract or other legal theory, (including without limitation, GeoEngineers' indemnity obligations in the previous paragraph) related to our services under this Agreement and any continuation or extension of our services.

If Client desires a higher limitation, GeoEngineers may agree, at Client's request, to increase the limitation of remedy amount to a greater sum in exchange for a negotiated increase in our fee. Any additional charge for a higher limit is consideration for the greater risk assumed by us and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, Client acknowledges that this Limitation of Remedies Clause has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

No Personal Liability

The Client agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of GeoEngineers shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Insurance

GeoEngineers maintains Workers' Compensation and Employer's Liability Insurance as required by state law. We also maintain comprehensive general, auto, professional and environmental impairment liability insurance. We will provide copies of certificates evidencing these policies at the request of the Client.

Mutual Waiver of Consequential Damages

In no event will either party be liable to the other for any special, indirect, incidental or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty or breach of contract. In addition, Client expressly waives any and all claims against GeoEngineers for any liquidated damages liability that may be incurred by or assessed against Client.

Disputes

Any dispute, controversy or claim arising out of or related to this Agreement or its breach that is not resolved through negotiation between the parties, must be referred to mediation before pursuing any other dispute remedy. Each party shall bear its own costs and attorneys' fees arising out of the mediation and the costs of the mediation shall be divided equally between the attending parties.

If the matter has not been resolved through the mediation process, either or both parties may elect to pursue resolution through litigation. The parties submit to the jurisdiction of the State of Washington and agree that any legal action or proceeding arising out of or relating to this Agreement must be brought in the Superior Court in King County, Washington.

Client expressly agrees that before Client can bring a claim or cause of action against GeoEngineers as provided above, based on professional negligence or breach of the professional standard of care, Client will obtain the written opinion

of a licensed or registered professional practicing in the same licensing jurisdiction as the project in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or technical specialty that is the basis for the dispute. The written opinion of the licensed or registered professional must indicate that, in the professional opinion of the writer, GeoEngineers violated the prevailing standard of care in delivery of its services. Further, the written opinion must describe the basis for that opinion and a conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to GeoEngineers for review and comment at least 10 days before the claim or cause of action can be submitted to litigation. The parties agree that this clause was mutually negotiated and is an integral part of the consideration for this Agreement.

Choice of Law

This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Washington.

Biological Pollutants

Our Scope of Services specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and/or any of their byproducts.

Our Instruments of Service will not include any interpretations, recommendations, findings or conclusions pertaining to Biological Pollutants. Accordingly, Client agrees that GeoEngineers will have no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless GeoEngineers from all claims by any third party concerning Biological Pollutants to the extent of the INDEMNIFICATION section in these GENERAL CONDITIONS.

Claims Assistance for Client

If a construction contractor or other party files a claim against Client, relating to services performed by GeoEngineers and Client requires additional information or assistance to evaluate or defend against such claims, we will make our personnel available for consultation with Client's staff and for testimony, if necessary. We will make such essential personnel available upon reasonable notice from Client and Client will reimburse GeoEngineers for such consultation or testimony, including travel costs, at the rates that apply for other services under this Agreement. We will provide services in connection with any such claims pursuant to a written supplement, if necessary, extending this Agreement.

Time Bar to Legal Action

The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, including but not limited to claims sounding in tort or in contract, and arising out of any alleged loss or any alleged error, will become barred two (2) years from the completion of GeoEngineers' services.

No Third Party Rights

Nothing in this Agreement or as a consequence of any of the services provided gives any rights or benefits to anyone other than Client and GeoEngineers. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and GeoEngineers and not for the benefit of any other party. No third party shall have the right to rely on the product of GeoEngineers' services without GeoEngineers' prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

Assignment of Contract or Claims

Neither the Client nor GeoEngineers may delegate, assign, sublet, or transfer the duties, interests or responsibilities set forth in this Agreement, or any cause of action or claim relating to the services provided under this Agreement, to other entities without the written consent of the other party.

Survival

These terms and conditions survive the completion of the services under this Agreement and the termination of this Agreement, whether for cause or for convenience.

Severability

If any provision of this Agreement is ever held to be unenforceable, all remaining provisions will continue in full force and effect. Client and GeoEngineers agree that they will attempt in good faith to replace any unenforceable provision with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

Equal Opportunity Employment

GeoEngineers is an Equal Opportunity and Affirmative Action Employer. GeoEngineers shall abide by, and shall require that any subcontractors or vendors hired by GeoEngineers abide by, the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) which are incorporated as part of this Agreement. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Schedule of Charges - 2020

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist	\$ 105/hour
Staff 1 Engineer	\$ 109/hour
Staff 2 Scientist	\$ 116/hour
Staff 2 Engineer	\$ 121/hour
Staff 3 Scientist	\$ 136/hour
Staff 3 Engineer	\$ 141/hour
Engineer/Scientist 1	\$ 159/hour
Engineer/Scientist 2	\$ 164/hour
Senior Engineer/Scientist 1	\$ 171/hour
Senior Engineer/Scientist 2	\$ 186/hour
Associate	\$ 207/hour
Principal	\$ 223/hour

Technical Support Staff

Administrator 1	\$ 72/hour
Administrator 2	\$ 83/hour
CAD Technician	\$ 83/hour
CAD Designer	\$ 95/hour
CAD Design Coordinator	\$ 130/hour
GIS Analyst	\$ 128/hour
Senior GIS Analyst	\$ 142/hour
GIS Coordinator	\$ 160/hour
Technician	\$ 76/hour
Senior Technician	\$ 86/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Equipment, per day	\$	158.00
Air Sparging Field Test, per day	\$	525.00
Construction Monitoring Equipment	\$	26.00
Continuous Recording Data Logger, per day	\$	315.00
Environmental Exploration Equipment, per day	\$	158.00
Field Data Acquisition Equipment, per day	\$	50.00
Field water quality testing equipment, per day (1 day min.)	\$	84.00
Gas Detection and Oxygen Meters, per day (1 day min.)	\$	105.00
Generator, per day (1 day min.)	\$	105.00
Geotechnical Exploration Equipment, per day	\$	131.00
Groundwater Development and Sampling Pumps, per day (1 day min.)	\$	105.00
Groundwater Monitoring Equipment, per day	\$	231.00
Nuclear Density Gauge, per hour (4 hour daily min.)	\$	11.00
pH Meter, per day	\$	16.00
Single Channel Data Logger, per logger, per day (1 day min.)	\$	105.00
Slope Indicator, per day (1 day min.)	\$	210.00
Survey equipment, Porter sampling gear and Dynamic cone sounding equipment, per day	\$	37.00
Vapor Extraction Field Test, per day	\$	525.00
Vehicle usage, per mile (current IRS rate), or \$30/half-day, whichever is greater	\$	IRS Rate
Vehicle - 4-wheel drive truck, per day (1 day min.)	\$	84.00
Water Disposal Equipment, per use, per day	\$	53.00
Water Quality Equipment, per day	\$	131.00

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 4 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-251

File ID:	AB2020-251	Version:	1	Status:	Agenda Ready
File Created:	06/09/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council Public Works & Health Committee			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion regarding bicycles/pedestrians safety on Marine Drive

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding bicycles/pedestrians safety on Marine Drive

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: AB2020-184

File ID:	AB2020-184	Version:	1	Status:	Agenda Ready
File Created:	04/16/2020	Entered by:	RMcconne@co.whatcom.wa.us		
Department:	Public Works Department	File Type:	Special Executive Only Item		
Assigned to:	Council Public Works & Health Committee	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Consideration of citizen appeals of address change due to correction of address number sequence

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Citizen appeals have been received from Kirk and Linda Flanders and from Charles and Lorraine Earle to readdress their respective properties off N. Lake Samish Drive. Whatcom County does not have an appeals committee for citizen address and road naming, hence his request is forwarded to the Whatcom County Council for a decision. See attachment

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Addressing Appeals Documents

Jon Hutchings
Director



James P. Karcher, P. E.
County Engineer
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 715-7450
Fax: (360) 715-7451

M E M O R A N D U M

To: Whatcom County Council, as Citizen Address and Road Name Appeals Committee

From: Doug Ranney, Engineering Manager
Esther Miranda, Addressing Clerk

CC: Jon Hutchings, Public Works Director
Jim Karcher, County Engineer

Date: April 13, 2020

Re: Citizen Appeals to Address Change Requirement

In the absence of a Citizen Address and Road Name Appeals Committee, citizen appeals are forwarded directly to County Council for consideration. A recent address correction project initiated by the Addressing Clerk along N. Lake Samish Drive has resulted in the receipt of two appeals.

Pursuant to Whatcom County Code 12.60.110 - Correction of address number sequence:

"The department shall make corrections where necessary to accomplish full implementation of the address numbering system for all county addresses in accordance with the following timeline and criteria:

- A. The department shall correct addresses beginning in 1997, and shall continue until the entire county has been reviewed and corrected.
- B. Notices of address corrections shall be mailed to affected property owners and become effective six months after notification by the department."

The addresses in question were assigned many years ago and somehow thereafter additional addresses in the area were assigned out of numerical order. Whatcom County Code Chapter 12.60.120 states, "When incorrect address numbers are found during the permit process, corrections should be made to those addresses at that time". This is the reason addresses in this area were discovered to be incorrect and why they need to be corrected now.

WCC 12.60.010 states that "The purpose of this chapter is to provide for a logical system of road naming and address numbering, which is consistent with the desires of Whatcom County residents, with the Whatcom County comprehensive plan, and with the practical needs of county residents, emergency service providers, and visitors."

Public Works recommends that the County Council deny the citizen appeals, uphold the determination that the subject properties be re-addressed and direct staff to proceed with the readdressing action.

Enclosures:

- 1) Affected Addresses Map
- 2) N. Lake Samish Dr. Address Correction list
- 3) Flanders Appeal Letter
- 4) Earle Appeal Letter



N. Lake Samish Address Correction

Parcel No	Owner	Old Address	New Address
370327057494	Kirk & Linda Flanders	675 N LAKE SAMISH DR	653 N LAKE SAMISH DR
370327026521	Fred Devore	667 N LAKE SAMISH DR	657 N LAKE SAMISH DR
370327083516	Charles & Lorraine Earle	671 N LAKE SAMISH DR	661 N LAKE SAMISH DR
370327127509	Kenneth Schulze & Patricia Burns	663 N LAKE SAMISH DR	669 N LAKE SAMISH DR

March 25, 2020

Mr. John Hutchings, Director
Whatcom County Public Works
5280 Northwest Drive
Bellingham, WA 98226

cc: Andrew Hicks, Ryan Erickson

RE: Appeal of Address Change and Freedom of Information Request (FOIA)

Dear Mr. Hutchings,

This letter is to inform you we wish to appeal your decision to change the address assigned to our property, 675 N. Lake Samish for the past 50 years. The Whatcom County Auditor assigned this address in 1971, after the conclusion of a lawsuit regarding the sale of the property between our two adjacent landowners at the time, to resolve a lot line dispute.

The property has had continuous occupation of a mobile home since 1991, when water, sewer and power were installed. My wife and I purchased the property in January, 2017. Over the past year we have been working our way through the building permit process to obtain a permit for a small single family home. This has been made more difficult by the inconsistencies in the County's database including the inaccurate addresses associated with the software program Planning uses to cross reference parcel numbers with addresses. Our stormwater and critical areas consultants also found modern geo reference tools were finding it impossible to correlate the County's database with the parcel numbers. The County is clearly in need of budget support for new GIS tools and software.

Some weeks back I was alerted by Andrew, after it came to his attention, the address associated with our parcel number did not correlate to our parcel number. He referred the matter to Ester Miranda who called and told me our address was wrong. No consideration given to the original data input for your software which was in error, rather a declaration we have had the wrong address for 50 years. She gave no consideration for grandfathering in our situation and after numerous email exchanges she failed to properly address the impacts associated with our particular situation. Ester then proceeded to notify the Auditor to change our official address of public record without informing us.

Ester unilaterally changed it to 651, after informing us our real address is 677 and now we receive your letter and it has once again been changed to 653. Is there any question why we do not have faith in this process? Our designer went online to confirm our address for his site plan and found the address change. I immediately notified the Auditor of the situation, who was quite stunned by this situation and restored our address back to 675 where it remains today. This is why this letter is addressed to you. My wife and I are not anti government gadflies, she is a retired public servant from Alaska Fish and Game. I hold a Master's in Public Administration and have held management positions in both city and county governments.

I am guessing the Auditor notified Ester of our conversation and subsequent override of her address change which in turn prompted an email from James Karcher informing me your office will be changing my address and cited his authority under WCC code. Unfortunately for you, or fortunately for my wife and I, we can actually read your code and discovered there was a requirement for a sixth month period before the address was changed and an appeal process was available to us. Your letter of March 16, 2020 now brings you into compliance, yet no apologies for the inappropriate hassles Ester put us through. To be clear, we hold no animus towards Ester, rather the complete lack of training by her supervisors to not understand the impacts associated with her unilateral action. Those impacts described below, also describe our reasons for our appeal.

Let me begin by what could have been potentially the County's greatest liability. We understand Ester's involvement was triggered by our permit application and we further understand our situation is very different than most. But, Ester can not assume a new construction application means the lot is vacant and unoccupied. We are converting a mobile home into a single family home. An address change (we should note we do not know if Ester also notified the USPS) could interrupt the receipt of life saving prescription drugs. During this time of the coronavirus it could interrupt the delivery of essential products. All of our historical real estate contracts and mortgages commonly refer to the 675 address. Remember your parcel numbering system is antiquated and not able to be geo referenced.

Checking accounts, utility bills, voter registrations etc., all have one common thread, the address associated with the property and again, we have 50 years of history tying the legal formation of our lot to the present. The present includes over \$70,000 in site plans and consultant fees all referencing our address. All of this is to say, good public administration dictates compassion during policy implementation, especially for the impacts on elderly. Just because Ester thought she had the authority to do what she did, even though now we know she didn't, her supervisor's should instill the need to exercise some common sense and judge whether an address change overriding an existing assigned address has so many more impacts than those new subdivisions which need consistency to serve public safety and their response time. Which brings me to my next point.

My Freedom of Information Request. The underlying challenge in assigning address cohesion for emergency response is not the numbers in this case, it is the street name. Please provide me under FOIA timeline requirements of any County Council action which named our road N Lake Samish after the formation of the Lake Samish County Park in 1968. We have discovered a 1947 easement agreement which predates the Park's purchase. We can not find any official record of the County naming the road to our home, including on your Public Works website. In fact, it does not even show the road.

This is important because as you travel down from I-5 towards the park and take the Y to the right and head towards the Park this is the beginning of N Lake Samish Road. The address sequence becomes smaller until you reach the last home, the Werner's, whose son grew up

there and is now our doctor in his forties. They have been 679 N Lake Samish for a long time. The Werner home's driveway is accessed through the Park's parking lot. Our road leads out of the back of the Parks parking lot, extends 1360 ft across Park property which allows them maintenance access to docks, fire pits, trails and their stream fed water tank. It then services two constructed homes, our lot and a 4th home. The Auditor and their posted address on the tree says the Devores at the end (ownership in family since 1935) 677. Ours is next at 675, Earles are next and post 671. We are not sure what the last one says, it recently sold. The point being the numbers are sequential if you go from Werner's to the Devores and work back. Albeit a confusing situation and surely not one to help attain your goal of logical progression through addresses. Indeed, if emergency vehicles are responding and flying down N Lake Samish looking for any of us they will go by the Werner's, the Park entrance and over the bridge and be lost because they will then be on W Lake Samish.

The solution to this is accept what google maps and our Garmin GPS names our road, Lake Samish Park Road. That would be intuitive for emergency response, and how our Fedex, UPS and other vendors find us now. Postal service would still need to be maintained on N Lake Samish across from the Park entrance.

We look forward to any historical documents you may have which officially named the road per our FOIA request. If there is no such documented action, meeting minutes at least, we will cooperate and drop our appeal if you can resolve this matter by getting in line with modern GPS programs and change the name to Lake Samish County Park Road, or shorten it and drop County. If not, our appeal stands. Our reading of your WCC, compared to your Appeals Procedures, number 3, is slightly different. The Code says we have the right to be heard by the Council or a subset committee and your #3 PW will inform you of any public hearing regarding our appeal. Our presumption is the only reason they would not hear our appeal is if they are not going to enforce the address change.

Best Regards,

Kirk and Linda Flanders
8616 Semiahmoo, Dr
Blaine, WA 98230





Date 3/30/2020

To: Esther Miranda, Whatcom County Public Works Engineering Department

From: Charles & Lorraine Earle

RE: APPEAL OF OUR ADDRESS CHANGE FROM 671 TO 661 N. LAKE SAMISH DR

Thank you for sending the information on the proposed changes along our access road.

As background we have lived at this address for approximately 28 years. We were the original developer/builder of this property and were assigned the current address by Whatcom County on August 30, 1990 prior to building (see attached copy of original document from Whatcom County Public Works sent to you on 3/23/20).

We access our property from a long private gravel road that extends through Samish Park that serves (4) parcels. Our parcel is approximately 9.7 acres and there is one smaller parcel between ours and the park and two beyond our property to the west. Zoning is (1) home per 10 acres on this side of the lake so no more development can occur. Besides an existing recreational cabin at the end of the road built in the 1930s by the Devore family we were the first to develop, bring in utilities and build our residence in 1992 & the first to be assigned an address (in 1990). I have included a diagram for clarity.

It is mentioned in the letter from Whatcom County dated 3/16/2020 "while reviewing a neighboring address of yours I noticed that the address to your property is out of sequential order" (and thus is the reason for the address change).

I believe the reason they are out of order is not that ours was incorrectly assigned but in approximately 1992 the second house assigned (663) was given an out of sequence number by Whatcom County.

When we bought our property in 1990, the last address on the southern end of North Lake Samish Drive was the Samish Park caretaker residence which is numbered 677. The numbers get smaller as you approach the end of North Lake Samish Drive and should get smaller as they extend westerly down the gravel access road (an extension of North Lake Samish addresses) to the parcels through the park. 671 (our address) is a smaller number and was in sequence when assigned in 1990. In approximately 1993 a cabin was built between our parcel and the park and assigned the number 663. Since 663 is out of sequence that is where I believe the error was made and where the address should be changed.

Since the incorrect assignment in around 1992 (property between us and the park) the parcel has changes hands 3 or 4 times. The owner/builder's names at the time were Ken & Linda French (if you would like to check the historical sequence of events).

To be in sequence and to follow the pattern of easterly to westerly to the end of the road I propose 663 could be changed to 673. I know you mentioned the Park cabana is assigned 673. As the cabana is on the same property as the caretaker residence, is not a residence and doesn't receive mail or have a house number it could easily be assigned 677B and would not be a problem with mail mix up delivery. This would also be consistent with a property that has separate structures that needs to be identified.

As I mentioned this has been our residence for 28 years. It would be a huge hardship to have to change our address after the amount of history we have here. It would take years to get everything changed over to a new address. It is also unfair to penalize us when our address was sequential when originally assigned.

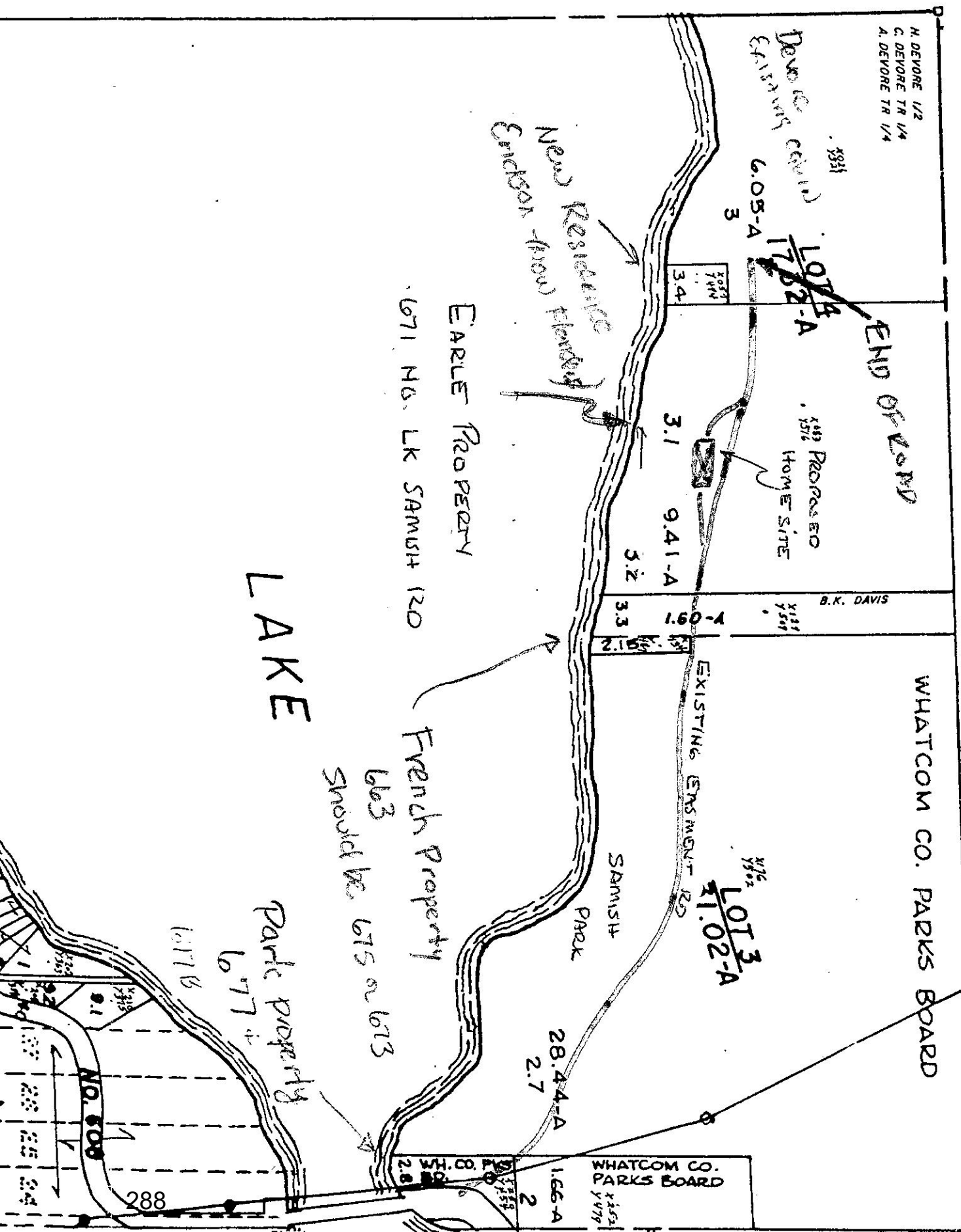
I respectfully ask that you reverse your decision to change our address & correct the error where it occurred. It would also make the addresses sequential easterly to westerly and make logical sense in an emergency situation. The other numbers you have proposed to assign to Flanders & Devore (the properties to the west of ours) would work and be in sequence but I mentioned in an e-mail sent 3/23/20 that the Flanders and Devores numbers should be swapped as Flanders proposed residence would be east of the Devore cabin.

Also you mentioned in the letter dated 3/16/2020 "Whatcom County Fire code requires that your address numbers are clearly visible from the road or an address placard is placed at the end of your driveway". Please find attached a picture showing our address sign at the end of our driveway where it joins the access road.

Thank You,

Chuck Earle
Joan Earle

DATE _____



A blue rectangular sign with a white border is mounted on a light-colored wooden post. The sign features the address "671 N. LAKE SAMISH DR." in white, bold, sans-serif capital letters. The post is part of a larger wooden structure, with a horizontal log-like beam above the sign. The background is a dense forest of tall evergreen trees with green needles and brown trunks, some of which are covered in moss.

**671
N. LAKE
SAMISH DR.**



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-247

File ID:	AB2020-247	Version:	1	Status:	Agenda Ready
File Created:	06/08/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Presentation		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Presentation on impacts of COVID-19 from childcare business owners

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Representatives from two local childcare businesses (The Seedlings and Busy Bees) will provide information on how COVID 19 has impacted the childcare industry

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: AB2020-219

File ID:	AB2020-219	Version:	1	Status:	Agenda Ready
File Created:	05/13/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Discussion		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Discussion and update on strategies and other items related to COVID-19

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion and update on strategies and other items related to COVID-19

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
05/19/2020	Council	DISCUSSED	
06/02/2020	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: AB2020-234

File ID:	AB2020-234	Version:	1	Status:	Agenda Ready
File Created:	05/27/2020	Entered by:			
Department:		File Type:	Discussion		
Assigned to:	Council Committee of the Whole	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Discussion regarding goals, guidelines, and approach to updating current and future budgets

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Discussion regarding goals, guidelines, and approach to updating current and future budgets

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
06/02/2020	Council	DISCUSSED AND A MOTION WAS APPROVED	

Attachments: Budget Goals and Priorities Presentation on 6.2.2020

Suggested Budget Process

The Process

Objectives

Take a more proactive role in establishing the budget.

Establish a framework which allows the Council to work more effectively together.

Provide clear guidance to County Executive and Department's.

Streamline's process, saving staff time and while allowing initiates to get started sooner.

Council Suggestions:

- Reduce redundancies within County

Examples of

Budget Goals

1. Establish two budgets reflecting a 10% and 20% decrease from 2019 revenue.
2. Achieve county-wide unemployment rate of 5% or less by end of 2022.
3. Achieve a balanced and affordable housing market, with MSI between 5-7 months and vacancy rate between 5-7% by end of 2023.

What are **Guiding Principles**

1. Guidelines that allow for consistent decision making.
2. Principles that will help us to achieve goals.
3. Typically no more than 10.
4. Can be used to support all decision making from budget to project selection.

Examples of Guiding Principles

1. Prioritize projects or initiatives working with Whatcom County businesses.
2. Prioritize deferred maintenance projects.
3. Prioritize projects which leverage third party grant funding.
4. Invest in digital infrastructure.
5. Retain expertise within staffing.
6. Ensure transparency in decisions, information, and data.
7. Prioritize environmentally sustainable solutions.

Council Suggestions:

- Work within our authority.
- Prioritize cost sharing, collaboration with other jurisdictions.
- Look better output for community at a better cost.
- Children and families first.
- Combining requests for bids to leverage bulk purchasing power for goods and services.
- Reduce redundancies within County
- Continuity of county services and staff

Budget Process

Next Steps

Possible Actions	Date
Invite local economist to give presentation on impacts and opportunities in Whatcom County.	
Invite local business owner(s) to give presentation on impacts to their business(es) and areas of concern or opportunity. Childcare, Team Whatcom, Port, Chamber of Commerce.	6/16 : Carol
Establish scoring system to prioritize projects based on available funds.	
Council members identify and suggest possible budget cuts, reallocations, and new opportunities to support community and economic growth.	
Review potential projects to identify what should be included in 2021-22 budget.	
Reach out and invite tribes to participate in conversation	
Host collaborative multi-council strategy and vision work session.	
Hold a public hearing for the community to participate and provide feedback.	
Request departments heads to complete questionnaire, providing information to understand demand and potential changes.	6/16



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-252

File ID:	AB2020-252	Version:	1	Status:	Agenda Ready
File Created:	06/09/2020	Entered by:	DBrown@co.whatcom.wa.us		
Department:	Council Office	File Type:	Resolution		
Assigned to:	Council Committee of the Whole			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Resolution inviting other local jurisdictions to collaborate to improve efficiency for the benefit of our taxpayers

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution inviting other local jurisdictions to collaborate to improve efficiency for the benefit of our taxpayers

HISTORY OF LEGISLATIVE FILE

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

RESOLUTION NO. _____

**INVITATING OTHER LOCAL JURISDICTIONS TO COLLABORATE
TO IMPROVE EFFICIENCY FOR THE BENEFIT OF OUR TAXPAYERS**

WHEREAS, most, if not all, local governments within Washington State are predicting significant revenue shortfalls which is placing them under significant financial stress. Whatcom County is one of them; and

WHEREAS, all local governments within Whatcom County are looking at ways to maintain, even increase certain services to our communities at the same time as we are being forced to reduce costs to balance our budgets; and

WHEREAS, some government functions have already been consolidated and managed by one branch of government because it is more efficient, providing better services at reduced cost than it would if each jurisdiction duplicated the same function. Existing examples are Treasury management, Jail services and the Health Department; and

WHEREAS, it worth exploring to see if it may make sense to consolidate further government functions such as Cyber Security / IT, Equipment/Materials procurement, Financial Software systems etc.

NOW, THEREFORE, BE IT RESOLVED, the Whatcom County Council respectfully requests the participation of the Councilmembers from the Cities of Bellingham, Lynden, Ferndale, Blaine, Sumas, Nooksack and Everson, and the Lummi and Nooksack Tribal Councils to join us to explore opportunities to further collaborate and increase the value of the services offered by each of us at equal or less cost than we are doing presently; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the Whatcom County Council respectfully requests the County Executive to hire a facilitator with financial management experience to conduct research on ideas successfully employed in other counties and use these as an agenda to lead a series of six joint council discussions, and present a report with a list of joint councils recommendations for possible areas for collaboration, no later than October 31st 2020; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, as the fiscal crisis we are now facing is a direct consequence of COVID-19 the Council respectfully recommends the cost of which should be paid for by a portion of the CARES Act. funding.

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:

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: MIN2020-037

File ID:	MIN2020-037	Version:	1	Status:	Agenda Ready
File Created:	03/03/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Special Health Board for March 3, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Special Health Board Mar 3 2020

Whatcom County Council as the Health Board (Special)

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



Minutes - Draft Minutes

Tuesday, March 3, 2020

1 PM

Council Chambers

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

Roll Call

Present: 6 - Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, Ben Elenbaas and Kathy Kershner

Absent: 1 - Rud Browne

Special Presentation

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

The following people reported to the Councilmembers and answered questions:

- John Wolpers, Health Department
- Anne Deacon, Health Department
- John Gargett, Division of Emergency Management

They reported on the following:

- The Health Department met today with representatives from the schools including K-12 and Higher Education. Schools asked about plans for school closures but this meeting was just to discuss it and not to make that decision. The Health Department will look at it situationally if they need to.
- The Health Department has created a policy group which will include Councilmember Buchanan and Health Department staff.
- There have currently been nine deaths in Washington State from the virus.
- There is currently one person under investigation (PUI) and under quarantine in Whatcom County. Test results should come in the next 24 hours. Both the Bellingham Herald and KGMI radio station have been informed.
- Several local meetings have been scheduled with stakeholder groups including one this afternoon with healthcare providers in the hospital, one on Wednesday with skilled nursing facilities, one on Thursday with childcare facilities and one on Friday with faith-based groups.
- They are working on informing people who work with vulnerable and homeless people in the community.
- Wolpers stated he has been contacted by Congressman Larsen's and

Congresswoman Delbene's offices and have kept them up to date.

- Meetings are planned with County department heads to help them be prepared with contingency plans.
- They are working on plans for how to continue business and public meetings for County Government and addressing the legality of alternative forms of public meetings. They are also working with first responders to move medic units so that no two medic units are in one building. That way if one becomes contaminated the other can still operate.
- Emergency Management is looking at next steps to support the Health Department.
- The National Guard was activated to provide support and are in the State Operations Center.
- There is now a State incident number and agencies, departments and special districts should be tracking costs against that number. All resource requests should be coordinated through the Division of Emergency Management office.

The presenters answered questions about:

- How Whatcom County is informing the people who work with the most vulnerable people in our community.
- If there are mandatory closings should the Council acting as the Health Board need to be involved with that or have to vote on that
- If the Health Department is working with the Prosecuting Attorney's Office about the legality of virtual meetings.
- How the Health Department and Emergency Management would determine who should be quarantined or whether a business should be shut down if an employee tests positive for the virus.
- How Whatcom County is being proactive to protect and create plans for first responders.
- Whether there are any mechanisms for paying for the COVID-19 tests and whether people who are being billed for the tests can be reimbursed.
- How to communicate with the public so that there is not a lack of information and how to communicate preparedness measures of the County.
- Whether the County has buildings outside of the hospital ready in case they need to separate people who are sick.
- How many beds Peace Health has and how prepared they are.

Satpal Sidhu, County Executive, spoke about and Councilmembers discussed that they are seeing a run on supplies in stores and the need to

inform the community to slow down; how to use radio, school and elected officials, and faith-based communities in communication efforts; a need to regulate price gouging and sales quantities; and at what point a state of emergency should be declared in the County.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 1:39 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-039

File ID:	MIN2020-039	Version:	1	Status:	Agenda Ready
File Created:	03/16/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Regular County Council for March 10, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Council Mar 10 2020

Whatcom County Council

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



Minutes - Draft Minutes

REVISED 3.9.2020 (SEE REVISION NOTICE IN MEETING DETAILS)

Tuesday, March 10, 2020

7 PM

Council Chambers

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 7 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present: 6 - Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, Carol Frazey, and Ben Elenbaas

Absent: 1 - Kathy Kershner

FLAG SALUTE

ANNOUNCEMENTS

Satpal Sidhu, County Executive, announced the first confirmed positive case of COVID-19 in Whatcom County today, his decision to declare a public health emergency in Whatcom County, and new recommendations made today by the Whatcom County Health Department. He read into the record the Whatcom County Proclamation of Emergency.

Donovan moved to affirm the Executive's proclamation. The motion was seconded.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey

Nay: 0

Absent: 1 - Kershner

MINUTES CONSENT

1. [MIN2020-035](#) Water Work Session for February 18, 2020

Donovan moved and Frazey seconded that the Minutes Consent be APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

2. [MIN2020-036](#) Regular County Council for February 25, 2020

Donovan moved and Frazey seconded that the Minutes Consent be

APPROVED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

OPEN SESSION (20 MINUTES)

The following people spoke:

Yoshi Ravell spoke about the climate and the environment.

Allison Calder spoke about the COVID-19 virus and the transfer station in Point Roberts.

John Lesow submitted a handout (on file) and spoke about an article written concerning Point Roberts.

Ken Calder spoke about the transfer station in Point Roberts.

James Reiley spoke about the COVID-19 virus.

CONSENT AGENDA

Byrd reported for the Finance and Administrative Services Committee and *moved* to approve Consent Agenda items one through four.

Councilmembers discussed and voted on those items (see votes on individual items below).

(From Council Finance and Administrative Services Committee)

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

Byrd moved that the Contract be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

2. [AB2020-095](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Sumas to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

3. [AB2020-101](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Ferndale to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

4. [AB2020-102](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Everson to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County

Byrd moved that the Interlocal be AUTHORIZED BY CONSENT. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

OTHER ITEMS

(From Council Finance and Administrative Services Committee)

1. [AB2020-109](#) Request authorization for the County Executive to enter into an interlocal contract amendment between Whatcom County and Whatcom Conservation District to provide Lake Whatcom Homeowner Incentive Program assistance, in the amount of \$100,000 for a total amended interlocal contract amendment amount of \$316,000

Byrd moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Byrd, Donovan, and Frazey

Nay: 1 - Elenbaas

Absent: 1 - Kershner

2. [AB2020-112](#) Request for authorization for the County Executive to enter into an Interlocal Agreement between Whatcom County and the City of Ferndale for the Stormwater Education and Outreach Project

Byrd moved that the Interlocal be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

(From Council Public Works and Health Committee)

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

Frazey moved that the Ordinance be ADOPTED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

Enactment No: ORD 2020-007

(No Committee Assignment)

4. [AB2020-131](#) Emergency ordinance amending the 2020 Whatcom County Budget, request no. 7, in the amount of \$150,000 (Ordinance amended and amount changed to \$250,000)

Satpal Sidhu, County Executive, briefed the Councilmembers about what the funds will be used for and about workforce planning.

Browne moved that the Ordinance be ADOPTED. The motion was seconded.

Browne asked Executive Sidhu if he would still like to increase the amount to \$250,000 and Sidhu said yes.

Buchanan moved to amend the amount to \$250,000. The motion was seconded.

Councilmembers, Sidhu and Tyler Schroeder, Executive's Office, discussed the motion. Supplies are especially needed at this time. If money gets reimbursed from the Federal or State government it would get returned to

the general fund. If we get grant revenue coming in we would have to bring forward a budget supplemental to accept the grant revenue and show where those dollars will go.

The motion to amend carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey

Nay: 0

Absent: 1 - Kershner

Karen Frakes, Prosecuting Attorney's Office, answered a question about whether this ordinance needs a public hearing.

The motion to adopt as amended carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey

Nay: 0

Absent: 1 - Kershner

Browne's motion that the Ordinance be ADOPTED AS AMENDED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

Enactment No: ORD 2020-008

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. [AB2020-104](#) Request confirmation of Executive's appointment of Robin Thomas to the Bicycle Pedestrian Advisory Committee

Donovan moved and Frazey seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

2. [AB2020-122](#) Request confirmation of the Executive's appointment of Pam Sheppard to the Point Roberts Community Advisory Committee

Frazey moved and Donovan seconded that the Executive Appointment be CONFIRMED. The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Elenbaas

Nay: 1 - Byrd

Absent: 1 - Kershner

INTRODUCTION ITEMS

Browne moved to introduce items one through six. The motion was seconded and Councilmembers discussed item six. (see votes on individual items below).

1. [AB2020-091](#) Ordinance amending Whatcom County Code 16.20, Whatcom County Shellfish Protection Districts

Browne moved and Donovan seconded that the Ordinance Requiring a Public Hearing be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

2. [AB2020-093](#) Ordinance amending Whatcom County Code 1.32, Public Records, to delete provisions related to exhaustion of administrative remedies

Browne moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

3. [AB2020-118](#) Ordinance amending the 2020 Whatcom County Budget, request no. 6, in the amount of \$339,615

Browne moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

4. [AB2020-119](#) Ordinance establishing the Swift Creek Capital Projects Fund and establishing a project based budget for Swift Creek Capital Projects

Browne moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

5. [AB2020-120](#) Ordinance authorizing an interfund loan to finance cash flow for the Swift Creek Capital Projects Fund

Browne moved and Donovan seconded that the Ordinance be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

6. [AB2020-121](#) Resolution and Public Hearing regarding support for a Community Development Block Grant funding application and review of current CDBG funding opportunities
- Tyler Schroeder, Executive's Office, Satpal Sidhu, County Executive, and Councilmembers discussed whether the County qualifies for this and Schroeder stated he would bring information about it at the next meeting.

Browne moved and Donovan seconded that the Resolution Requiring a Public Hearing be INTRODUCED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and other updates.

(From Committee of the Whole - Executive Session)

- [AB2020-123](#) Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Maier v. Elfo, et al. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

Browne read the following and ***moved*** that:

The County Council met in executive session concerning the lawsuit: Maier v. Whatcom County, et al. Pursuant to Whatcom County Code 2.56, the Council hereby finds the following:

- A. The employees were acting in a matter in which the county had an interest;
- B. The employees were acting in the discharge of a duty imposed or authorized by law;

C. The employees acted in good faith.

The officers, officials, agents or employees will be defended and indemnified pursuant to and consistent with the provisions in WCC Chapter 2.56.

The motion was seconded.

Browne's motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

[AB2020-125](#) Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Bredberg v. Middaugh, et al. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

Elenbaas read the following and ***moved*** that:

The County Council met in executive session concerning the lawsuit: Bredberg V. Middaugh, et al. Pursuant to Whatcom County Code 2.56, the Council hereby finds the following:

A. The employees were acting in a matter in which the county had an interest;

B. The employees were acting in the discharge of a duty imposed or authorized by law;

C. The employees acted in good faith.

The officers, officials, agents or employees will be defended and indemnified pursuant to and consistent with the provisions in WCC Chapter 2.56.

The motion was seconded.

Elenbaas' motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Elenbaas

Nay: 0

Absent: 1 - Kershner

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Continued

Councilmembers discussed how the chair of the Health Board is determined, about being prepared for the challenges of the COVID-19 virus,

being a good neighbor to others, the importance of checking the Health Department website, that fact that the measures that have been put in place are to keep us from overrunning our infrastructure, volunteer opportunities for citizens, and the need for blood donations.

ADJOURN

The meeting adjourned at 8:00 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-040

File ID:	MIN2020-040	Version:	1	Status:	Agenda Ready
File Created:	03/16/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Committee of the Whole - Executive Session for March 10, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Committee of the Whole Exec Mar 10 2020

Whatcom County Council Committee of the Whole-Executive Session

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



Committee Minutes - Draft

(SEE REVISION NOTICE). ESTIMATED TIME - MEETING MAY BEGIN EARLIER (

Tuesday, March 10, 2020

4:30 PM

Council Conference Room

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 5:05 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

Roll Call

Present: 5 - Rud Browne, Barry Buchanan, Tyler Byrd, Carol Frazey and Ben Elenbaas

Absent: 2 - Todd Donovan and Kathy Kershner

Committee Discussion

Attorneys Present: George Roche and Kris Bundy.

Buchanan stated that discussion of agenda item one may take place in executive session pursuant to RCW42.30.140(4)(a). Executive session will conclude no later than 5:30 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

Byrd moved to go into executive session until no later than 5:30 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Byrd, Elenbaas, Frazey

Nay: 0

Absent: Donovan, Kershner

[AB2020-123](#) Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Maier v. Elfo, et al. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

This agenda item was DISCUSSED.

[AB2020-125](#) Discussion of pending litigation with Civil Deputy Prosecutor George Roche: Bredberg v. Middaugh, et al. [Discussion of this item may take place in executive session (closed to the public) pursuant to RCW42.30.110 (1) (i)]

This agenda item was DISCUSSED.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 5:25 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-041

File ID:	MIN2020-041	Version:	1	Status:	Agenda Ready
File Created:	03/16/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Health Board for March 10, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:

Attachments: Special Health Board Mar 10 2020

Whatcom County Council as the Health Board (Special)

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



Minutes - Draft Minutes

AGENDA REVISED 3.5.2020 (SEE REVISION NOTICE IN MEETING DETAILS)

Tuesday, March 10, 2020

2:15 PM

Council Chambers

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Health Board Chair Barry Buchanan called the meeting to order at 2:18 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

Roll Call

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

Absent: None

Special Presentation

2. [AB2020-116](#) Update on novel coronavirus (COVID-19)

Tyler Schroeder, Executive's Office, requested that this item, AB2020-116, be discussed first.

Satpal Sidhu, County Executive, read into the record a Whatcom County Proclamation of Emergency and stated that Skagit County has also declared a state of emergency.

The following people updated the Councilmembers and answered questions:

Cindy Hollinsworth, Health Department
John Wolpers, Health Department
Anne Deacon, Health Department
Bill Newbold, City of Bellingham Fire Chief

Health Department staff briefed the Council on the following:

- Guidance for the State issued by the Governor for long term care facilities, and a recommendation that you avoid visiting these facilities even if you feel well.
- Commercial labs are picking up the ability to process specimens but are not collecting them. Collection is still being done by community clinical agencies.
- New non-pharmaceutical interventions announced by the Health Officer including non-essential or large group gatherings of 10-50 or larger.
- The use of Department of Health and Whatcom County Health Department websites as a source for up to date information.
- An email address for questions for the Health Department: covid@co.whatcom.wa.us <<mailto:covid@co.whatcom.wa.us>>.
- Whatcom County has received its first confirmed case of COVID-19 within the last hour.

They answered questions about how the first confirmed case contacted the virus, the recommendation for churches and schools at this time, what the Health Department is recommending for homeless populations, whether the confirmed case was released from the hospital before the test results came in, whether the current 15 pending cases are at home, how the department is following up with those individuals to see if they are getting better or worse and how often they are checking in, what is being done to make sure sick people do not go out into the public, why commercial labs are not required to report test results to the Health Department, why we are just using the Public Health lab and not transferring tests to the University of Washington lab, how many samples the State testing facility can process per day, under what circumstances the Health Officer can require people to be quarantined, whether a private health facility has to report to the Health Department, the difference between isolation and quarantine and whether it is required, how many hospital beds are currently available for COVID-19 patients and how many people can the hospital handle, whether St. Luke's or other vacant spaces could potentially be used as a quarantine facility and whether other providers can help, whether someone who has recovered from the virus could then help others who get sick, involving elected officials in the decision-making process, what the specific plans and thresholds are going forward, whether we have a plan for acquiring personal protection devices and other supplies.

Staff, Councilmembers and Sidhu discussed measures the County is taking to plan, encouraging the public to look to the CDC and Health Department websites for recommended actions, the role of the Health Board, and demonstrating to the community that we are aware of the worst-case scenarios and that we are prepared, and the need for calm discussion.

This agenda item was DISCUSSED.

1. [AB2020-126](#) Presentation on FEMA Incident Command System

Karen Frakes, Prosecuting Attorney's Office, spoke about the role of the Health Board and answered questions about how they can be collaborative. Board members discussed a need for communication, what the Health Board should be doing, the extent of its authority, putting concrete plans and thresholds in place that are based on metrics, and establishing more communication with the public.

Byrd asked Executive Sidhu whether we are moving to the Emergency Management Center and whether the Sheriff's Office will be taking over planning and operations. He also asked staff how many supplies we have, how we will work to get more, how we are planning for taking care of sick

people, and getting real-time metrics.

Browne stated that the difference between this situation and other disaster events is that this is a global event and that effects the supply chain because everyone is in the same situation. The antidote to panic is visible preparation. He suggested things that departments could be doing to be prepared.

Board members discussed putting limits on how much of needed items people can purchase.

John Gargett, Division of Emergency Management, submitted and gave a presentation (on file) about the Incident Command System (ICS). The County has been operating on a Single Incident Command run through the Health Department. He explained the Unified Command structure and stated that going to that structure means the situation has grown beyond the capacity of any single organization to manage. There was a meeting over the weekend to discuss a potential transition to the Unified Command. The Unified Command needs to run based on good policy and that's where the Health Board comes in.

Byrd moved that the County transition to the Unified Command structure immediately.

Board members, Gargett, Sidhu, and Schroeder discussed the motion and whether it is premature, what the Cities are doing and whether their work is duplicative with the County, how the declaration of emergency establishes the framework under which they can operate countywide since the Sheriff represents every jurisdiction with the exception of the City of Bellingham which has its own emergency management program, and whether it would be helpful for the Health Board to recommend to transition to a Unified command.

Byrd amended his motion and ***moved*** to recommend that the Administration direct the Health Department to transition to the Unified Command immediately. The motion was seconded.

The motion carried by the following vote:

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

Nay: 0

Sidhu requested that the Health Board can be helpful by making policy decisions and recommendations.

Buchanan stated the Health Board should meet aggressively. He ***moved*** to compile a list through the Council Office's Legislative Analyst and meet often starting on Thursday, March 12, 2020 at 12 p.m.

Byrd stated he would like to get advice from legal about what authority they have to go outside of the rules such as time limits for noticing a meeting or sharing information in a quorum not in a public meeting.

They discussed coming up with a plan for bed availability, and having meetings via Go-To Meetings.

Bill Elfo, Sheriff, answered a question about requiring all first responders to take protection masks with them on calls.

Tyler Schroeder, Executive's Office, answered a question about the comprehensive list of nursing facilities.

The motion carried by the following vote:

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

Nay: 0

This agenda item was PRESENTED AND DISCUSSED.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 4:54 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Health Board Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-042

File ID:	MIN2020-042	Version:	1	Status:	Agenda Ready
File Created:	03/16/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Special Health Board for March 12, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
<hr/>			

Attachments: Special Health Board Mar 12 2020

Whatcom County Council as the Health Board (Special)

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



Minutes - Draft Minutes

Thursday, March 12, 2020

12 PM

Council Chambers

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Health Board Chair Barry Buchanan called the meeting to order at 12 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

Roll Call

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

Absent: None

Special Presentation

2. [AB2020-116](#) Update on novel coronavirus (COVID-19)

Clerk's note: Kathy Kershner was present via the phone.

DUTIES OF THE HEALTH BOARD

Karen Frakes, Prosecuting Attorney's Office, briefed the Council on the duties and authority of the Health Board.

State law provides that local jurisdictions adopt health boards, but because we are a charter county we are different from non-charter counties in that we have a distinct legislative body and distinct executive body. The Health Board's authority as laid out in our local law is legislative in nature and its duty is to provide recommendations to the County Executive in matters involving public health.

Board members and Frakes discussed the role of the Health Board as stated in the Revised Code of Washington (RCW), the Whatcom County Code and the Whatcom County Charter. Elenbaas referred to a handout (on file) previously emailed to Board members and clarified that the Health Board should supervise the Health Department director and Health Officer in the sense of being in the know and making decisions together as a group as opposed to micromanaging.

Satpal Sidhu, County Executive, introduced the following staff in attendance and described their roles:

- Judy Ziels, Health Department Public Information Officer (PIO)
- Dr. Gib Morrow, Deputy Health Officer
- Jed Holmes, Community Outreach Coordinator

He spoke about the formation and role of the Health Board and the role of the Administration in the Whatcom County Charter. He updated the Board on the following:

- Whatcom County has now transitioned to the Unified Command and

under that are several groups including a policy group consisting of the Council Chair plus one other councilmember, the Mayor of the City of Bellingham plus one City Council member, the Mayor of each small city plus one other member each, the County Executive, and a couple attorneys from the jurisdictions.

- The administration is working on the best way to run the Unified Command control.
- The County will function under the Unified Command for at least three months.
- Each jurisdiction is essentially on their own and cannot just call for aid from other jurisdictions in this situation because all of them are in the same position. We have to look at what we can do internally.
- Test kits are still in limited supply. The County may try to borrow some from the Lummi Nation who has already received some.

Board members transitioned to discussing the policy group membership.

Donovan moved to recommend that the chair of Public Works Committee (Carol Frazey) be the second member along with the Council Chair (Barry Buchanan). The motion was seconded. Councilmembers discussed the motion.

John Gargett, Whatcom County Division of Emergency Management, answered a question about why the whole Health Board can't be part of the policy group and the purpose of the policy group. He stated the group is not a work group so it needs to stay small and Lummi Nation was not previously listed but would also be represented on the group.

Kershner (via telephone) **moved** that Councilmember Byrd be the second member of the policy group along with the chair. Her motion was set aside to dispense with the first motion.

Elenbaas suggested that the motion be amended to appoint Tyler Byrd.

Kershner withdrew her motion and **moved** to amend Donovan's motion to open it up to nominations instead of a motion to appoint one member. The motion was seconded. Board members discussed the motion.

The motion carried by the following vote:

Aye: 5 - Browne, Frazey, Byrd, Elenbaas, and Kershner

Nay: 2 - Buchanan and Donovan

Elenbaas nominated Byrd to serve along with the chair (Buchanan).

Browne nominated Frazey and Browne along with the chair (Buchanan).
Board members discussed the motion.

Byrd was appointed as the second member by the following vote:

Byrd: 4 - Byrd, Buchanan, Kershner, Elenbaas

Browne: 2 - Browne and Frazey

Frazey: 0

Donovan was out of the room

Tyler Schroeder, Executive's Office, briefed the council on a handout from the Health Department (on file) giving more information on coordination information distribution and cooperation. It also addressed some of the Board's questions from the March 10, 2020 meeting.

Bill Elfo, Sheriff, spoke about moving to the Unified Command structure. The Unified Command structure does not direct the Health Department but rather supports their efforts. He answered a question about whether other counties are operating on a unified command and whether they are doing it the same way.

Schroeder continued his brief on the handout and stated the county's website has up-to-date information regarding local decisions. He also requested a discussion to determine a consistent decision-making process on how the Health Board's questions can be answered. The Health Department suggested that Board members consolidate their information requests and questions and send them through the administration no more than once a day. The Executive's Office will then determine which departments or branches of Unified Command or Incident Command need to respond and gather the information. Point constituents to the Health Department website and if there is not an answer there, pass those questions on to the administration.

Frazey recommended that they set a time each morning to have Board recommendations and questions to the Council's Legislative Analyst to pass to the Executive's Office and then get answers by the end of the day.

Elenbaas stated instead of asking questions the Administration should tell the Health Board their requests of them.

Schroeder clarified that it should be a two-way street and if legislative questions need to be answered before a decision is made by the Health Officer they would come to the Health Board.

Elenbaas requested that the Administration let the Health Board know the Health Department recommendations for the public before putting them out to the public.

Board members discussed how to direct the public to find answers to their questions, getting Board member questions answered, and getting real-time information.

PERSONAL PROTECTION EQUIPMENT (PPE) (01:06:36)

Gargett answered a question about providing a timeline for Whatcom County getting needed resources. The state strategic stockpile is getting low and the smaller suppliers are not under state contract. He answered questions about how the three-month time frame of being under the Unified Command was determined and potentially considering a longer time period than three months.

Browne suggested that the Council should come up with strategic numbers of what our PPE reserves should be. Board members discussed with Gargett the timeline and how it should be determined, the need to determine whether the Unified Command should consolidate the purchasing of needed emergency medical supplies and PPE under a single organization, and whether the funds approved on March 10 should be used for supplies immediately, gaining an understanding (through the use of volunteers) of what supplies all local agencies already have and how fast they go through them so we know how much we need to acquire, and depending on the two Board members chosen to be on the policy group to be a conduit of real-time information. Those members (Buchanan and Byrd) will be able to call for a Health Board meeting if policy needs to be established.

Browne moved to request that the Unified Command determine the total expected community-wide demand for PPE for the next 90 days and then do our best to acquire a 90-day stockpile of supplies. The motion was seconded.

Byrd suggested a friendly amendment to also find out how much spending authority is in place right now, how much can we start acquiring, and how soon can we begin acquiring it.

Browne accepted the friendly amendment and they discussed the motion.

Browne amended his motion and ***moved*** to direct requests to the Whatcom County Division of Emergency Management to manage the process of purchasing Personal Protective Equipment (PPE).

Board members discussed whether they should allocate more money and how the funds are allocated and the possibility of doing a budget modification or emergency budget supplemental if necessary.

Byrd moved to temporarily hold the motion for the time being.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: Donovan

HOW TO PROCEED WITH MEETINGS (01:27:00)

Buchanan stated there is a Planning Commission Meeting tonight so there is a need to decide how to move forward with meetings.

Jill Nixon, Council Office answered a question about the possibility of using GoToMeeting technology for the Planning Commission meeting. She stated the technology is not yet reliably set up and available for tonight.

Byrd moved to postpone tonight's Planning Commission Meeting and hold it at a later date.

Cathy Halka, Council Office, stated Mark Personius, Planning and Development Department Director wants direction for Planning Commission meetings since some items have a legal clock. They are planning on moving forward unless they get other direction.

Board members discussed the motion with Schroeder and Frakes.

Elenbaas stated we need to acknowledge the spread of the virus, how it's spread and how fast it has spread. If we need to get the message out there that it's important to slow the spread, we need to follow the Health Department's recommendation on holding group events.

Buchanan stated the benefits and the risks need to be weighed.

Byrd amended his previous motion and **moved** to immediately suspend all meetings of boards and commissions not dealing with emergent health or safety issues until such time as they can be held online.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: Donovan

PERSONAL PROTECTION EQUIPMENT (PPE) CONT... (01:35:35)

Schroeder and the Board continued discussion about the funding that was approved through the emergency ordinance on March 10 (Ord 2020-008), how the funds are allocated, increasing flexibility of spending for the Executive, doing a budget modification based on a Health Board directive if necessary, and whether budget decisions should be made by the regular Council.

Browne suggested that a directive be approved from the Health board to increase the budget request by another \$250,000.

Browne restated his earlier held motion and **moved** that the Whatcom County Sheriff's Office Division of Emergency Management immediately acquires whatever PPE is determined as being appropriate to serve the community over the next 90 days as defined by the Center for Disease Control (CDC) guidelines. The motion was seconded.

Browne amended his motion and **moved** that the Whatcom County Sheriff's Office Division of Emergency Management immediately acquires whatever PPE is determined as being appropriate to serve the community over the next 90 days ~~as defined by the Center for Disease Control (CDC) guidelines.~~

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: Donovan

Browne moved that the Health Board recommend that the administration prepare an ordinance that will increase the budget by another \$250,000. The motion was seconded.

Board members and staff discussed the motion and the fact that the Council would need to adopt the ordinance.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: Donovan

TESTING and SURVEILLANCE (01:49:03)

Board members discussed the following:

- Test kits are made by the private sector and not the CDC so there is not a timeline for when kits will be available.
- The need to mandate that any health provider doing a test immediately reports the test and the person's information to the Health Department.
- Whether the Health Officer should reinforce to health providers to report diseases in accordance with RCW70.05.090 and whether they should let the Health Department know of suspected cases.
- Keeping non-pharmaceutical interventions voluntary.
- Finding out how Peace Health is letting people know who may have been exposed to someone who has the virus and whether they should keep a guest log.

Elenbaas moved to recommend to the Health Officer to reinforce RCW 70.05.090 to physicians with the thought that it's the intent of the law that is followed. (02:08:00)

He clarified the intent as being if a physician reasonable believes that their patient has the disease that they will report it to the Health Department. The motion was seconded.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Elenbaas, Frazey, and Kershner

Nay: 0

Absent: Donovan

Clerk's note: Kershner left the meeting call.

Browne moved to formally, through a resolution, acknowledge and appreciate the staff of the Whatcom County Health Department and Division of Emergency Management that they are working long and hard hours under difficult circumstances to address an unprecedented challenge. The motion was seconded. (02:10:19)

Board members discussed the motion.

The motion carried by the following vote:

Aye: 5 - Browne, Buchanan, Byrd, Elenbaas, Frazey

Nay: 0

Absent: Donovan and Kershner

SCHOOLS (02:13:58)

Board members discussed the following:

- Why Whatcom County is not currently recommending the closure of schools.
- What are the mechanisms between where we are at now and where everyone else is who is closing schools, such as just closing high schools, or giving guidance to parents that they can choose to take kids out of school.
- How to answer questions from the public about related community concerns.

COMMUNICATIONS/PUBLIC OUTREACH (02:19:08)

Board members, Schroeder, and Halka discussed the following:

- The lack of awareness in the community about following protocol.
- An idea from Board member Browne to start pushing out information (handouts on file) to every single person in the community via a mailer (every door direct mail program for \$.19 a piece if you don't put an address on it) and putting a poster on every single business using volunteers to elevate the awareness of the issue.
- Ideas to make communications more engaging for the public.
- What correspondence the County is doing now and providing direction to Jed Holmes, the Community Outreach Coordinator, to reach out to the departments.
- Whether the funding for these efforts would come from the approved \$250,000 (Ord 2020-008)
- Ways to work on ideas offline to come up with a message to get out to the public and consolidating the efforts through the Council's Legislative Analyst and the Executive's Office.
- A checklist from the CDC (handout from Browne) for community and faith leaders on how to plan and prepare.

- Using a volunteer team to meet with the managers of community businesses and distributing information to them.

Clerk's note: Donovan returned to the meeting.

- Using social media, video, and factual explanations, and also utilizing the County's information officers as experts for messaging.
- Conveying the message that this is serious, and the solution is not just to wash your hands.
- Putting measures in place now similar to what King County has done so we get ahead of the curve.
- Whether there are reduced postage rates in the case of an emergency.

Browne moved to Request that the Health Department, and Whatcom County Division of Emergency Management, come back to the Health Board with a multi-pronged plan for public communication that would aggressively communicate to people the need to adopt appropriate behaviors and the importance of social distancing. The motion was seconded. (02:50:35)

Discussion continued with Executive Sidhu:

- Messaging to specific groups such as nursing homes.
- Leveraging each individual Councilmember's popularity. Request that along with Browne's motion, the councilmembers should reach out too and there should be one consistent message for everybody.
- The possibility of creating a banner advertisement to put in the various community papers and sending messages to businesses.

Clerk's note: the meeting was recessed for a seven-minute break.
The meeting was reconvened.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey

Nay: 0

Absent: Kershner

Councilmembers discussed other measures that can be taken such as opening doors with your sleeve, cleaning your phones, taking your temperature before you leave the house in the morning, being prepared with an emergency kit, going to the grocery store late at night or order online if

you are at increased risk, and learning about alternate cleaning products as noted on the CDC website.

COUNTY STAFF (03:11:19)

Cathy Halka spoke about measures the Council Office staff have been taking and plans in place for the possibility of working remotely while maintaining essential duties. She submitted information sheets (on file) from the Health Department and Human Resources.

Board members, Halka and Sidhu discussed the following:

- The definition of essential employees and duties and giving County staff the option now to work from home.

Byrd moved that County staff are allowed to work from home if they choose, and if they can't do enough of their work to reach 40 hours a week they can be given opportunity to engage with the Division of Emergency Management or other activities that are beneficial for the management of the virus so that staff can continue to work from home and the County can continue to pay them. The motion was seconded.

Donovan suggested they request that the Executive work with bargaining groups to help staff to get paid if they get sent home.

Sidhu said the County has a sick leave policy in place. He would need to consult with Human Resources.

Donovan added to his suggestion to encourage the Executive to do all that is possible to make sure that anyone who can't work on site aren't penalized and have to burn through sick and vacation leave.

Byrd stated his understanding is that according to the Attorney General in times like this, when we have an emergency declaration in place, bargaining agreements can be suspended.

Halke submitted and spoke about a handout (on file) from Human Resources that outlines different options in place for various scenarios of staff having to be home and Board members continued to discuss the motion.

Byrd amended his motion and **moved** that *Council staff* be allowed to work

from home if they choose, and if they can't do enough of their work to reach 40 hours a week they can do duties to help the Division of Emergency Management. (03:28:00)

The Board members discussed the motion and the following:

- Whether doing that would be preferential treatment and become an equity issue.
- Not creating other problems in the Council Office by not being staffed adequately.
- Whether the Health Board can set rules about Council Office staff and checking with Human Resources before making any decisions.
- Talking first to Dana Brown-Davis, the Clerk of the Council along with the Legislative Analyst and the Council Chair.

Byrd amended his motion and **moved** that the Council chair work with the Council Office to determine how this could be implemented so that it can be voted on next Tuesday. The motion was seconded.

The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Elenbaas, Frazey

Nay: 0

Absent: Kershner

MEETING SCHEDULE FOR THE SPECIAL HEALTH BOARD (03:37:54)

The Board discussed possible options.

Byrd moved to meet as the Health Board next Tuesday, March 17, 2020 and Thursday, March 19, 2020 at 1 p.m. Councilmembers concurred.

Sidhu stated that the Lummi Nation reported their first confirmed case of the virus and are taking extra prevention measures.

The Board and Schroeder asked about whether the Council's Water Work Session on Tuesday, March 17, 2020 should be canceled. They agreed that it should be canceled.

They also discussed the possibility of putting other non-essential Council items on hold for awhile so the Board can focus on this emergency situation and so that those items can have the needed public participation.

Councilmembers concurred.

This agenda item was DISCUSSED AND MOTIONS WERE APPROVED.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 3:41 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Health Board Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-043

File ID:	MIN2020-043	Version:	1	Status:	Agenda Ready
File Created:	03/18/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Special Council for March 17, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Special Council Mar 17 2020

Whatcom County Council (Special)

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



Minutes - Draft Minutes

Tuesday, March 17, 2020

1 PM

Council Chambers

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 2:15 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

Roll Call

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

Absent: None

Executive Appointment

[AB2020-137](#) Request confirmation of the County Executive's appointment of Erika Lautenbach (formerly Nuerenberg) as Health Director effective 3/18/2020 pursuant to Whatcom County Code Section 24.01.030

Donovan moved to confirm the Executive's appointment of Erika Lautenbach as the Health Director. The motion was seconded.

Erika Lautenbach, Health Department, answered questions about her strategy for this emergency. She would like staff and the community to feel supported, to communicate clearly to the public and partners how we are moving forward and how we are implementing guidance from the State and Federal government. She answered a question about whether she has read Revised Code of Washington RCW 70.05 LOCAL HEALTH DEPARTMENTS, BOARDS, OFFICERS-REGULATIONS and Whatcom County Code 24.01 PURPOSE, LIMITATION ON LIABILITY AND DEPARTMENT ESTABLISHMENT.

Erika Lautenbach was CONFIRMED.

Aye: 6 - Browne, Buchanan, Donovan, Frazey, Elenbaas and Kershner

Nay: 0

Absent: 0

Abstain: 1 - Byrd

Councilmembers discussed whether they should limit what they discuss over the next weeks and months to essential items.

Elenbaas moved to only deal with issues that are essential government services and emergent to this situation.

Clerk's note: Browne left the meeting

Councilmembers, Tyler Schroeder, Executive's Office, and Satpal Sidhu, County Executive, discussed the motion, whether the Planning Commission should continue meeting and give the Council its recommendation, and who determines what is emergent.

Elenbaas restated his motion and ***moved*** to only deal with issues that are emergent to this situation and essential government services for one month. Health board will still operate. The motion was seconded. (11:42)

The Executive has discretion to bring budget and contract items as needed so the Finance and Administrative Services and Special Committee of the whole would still meet. Keep items to things that are top priority. Items from the departments will be first reviewed by the Executive's Office.

Councilmembers discussed how the Health Board is being used.

The motion carried by the following vote:

Aye: 5 - Buchanan, Donovan, Elenbaas, Frazey, and Kershner

Nay: 1 - Byrd

Absent: 1 - Browne

Kershner moved that future meetings will be held remotely for the period that the governor has restrictions on bars, restaurants and entertainment. The motion was seconded.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 5 - Kershner, Frazey, Buchanan, Byrd, and Donovan

Nay: 1 - Elenbaas

Absent: 1 - Browne

Byrd Moved that any excess County computers be loaded with Linux (or other operating system) and provided to any families in Whatcom County that are currently in need of a computer at home. The motion was seconded.

Councilmembers discussed getting the input of the Information Technology Manager Perry Rice, holding the motion until next Tuesday (Regular Council meeting) or this Thursday (Special Health Board meeting) so they can hear from him first.

The motion carried by the following vote:

Aye: 6 - Elenbaas, Frazey, Kershner, Buchanan, Byrd, and Donovan

Nay: 0

Absent: 1 - Browne

Councilmembers discussed a motion that was made last week about Council staff members being able to work from home. They discussed feedback from County employees requesting that it be implemented in a fair manner, getting further information and clarification from Human Resources by this Thursday, at what point rules can be suspended in an emergency situation, having the Council Office staff coordinate with Human Resources and the Executive's Office to find out the rules and discuss what we are going to do, the Executive's directive about giving department heads discretion about telecommuting while still meeting H.R. policy.

Byrd moved that any County Council staff that would like to work from home starting tomorrow (Wednesday, March 18, 2020) should be allowed to do so, with full pay. The motion was seconded.

Councilmembers discussed how to deal with logistics such as a minimum level of staffing in an office.

Karen Frakes, Prosecuting Attorney's Office, joined the call and spoke about allowing staff to telecommute. The Charter does not allow the Council to interfere with the staff of the Executive. She advised them to wait before taking any action.

Byrd clarified with a question whether the Council can make those decisions for the staff of the Council Office.

Frakes stated to comply with the Open Public Meetings Act Council meetings have to have a public space available for the public to attend and Council staff have to be available to staff that location.

Councilmembers and Frakes discussed staff teleworking.

Buchanan moved to hold this discussion until Thursday. The motion to hold was seconded.

Frakes and Councilmembers continued to discuss both motions, the perspective of the Council Clerk, and the possibility of modifying Byrd's motion to add "at the discretion of the Council Office Department Head."

The motion to hold until Thursday carried by the following vote:

Aye: 4 - Buchanan, Donovan, Elenbaas, and Kershner

Nay: 2 - Byrd and Frazey

Absent: 1 - Browne

Byrd moved that the Council meet in person until the Council Staff are allowed to work from home. The motion was not discussed for lack of a second.

Buchanan suggested that Councilmembers send suggestions to the Clerk for things they would like to see on the upcoming agenda.

Frakes and Councilmembers discussed having agenda items that are more open-ended (such as “Strategies around the COVID-19 crisis”) to address what needs to be addressed, and whether a state of emergency gives them more flexibility with the agenda, and laws of special or emergency meetings.

Councilmembers requested to have a discussion about considering what things and actions we may have to take to be proactive about protecting the food pipeline to our community and add the food bank into that discussion.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 3:31 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Health Board Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-044

File ID:	MIN2020-044	Version:	1	Status:	Agenda Ready
File Created:	03/18/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Health Board for March 17, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Special Health Board Mar 17 2020

Whatcom County Council as the Health Board (Special)

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



Minutes - Draft Minutes

Tuesday, March 17, 2020

1 PM

Council Chambers

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Health Board Chair Barry Buchanan called the meeting to order at 1 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

Roll Call

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

Absent: None

Special Presentation

2. [AB2020-116](#) Update on novel coronavirus (COVID-19)

Donovan moved to meet for one hour. The motion was seconded.

The motion carried by the following vote:

Ayes: 4 - Browne, Buchanan, Donovan, and Frazey

Nays: 3 - Byrd, Elenbaas, and Kershner

Satpal Sidhu, County Executive, and Tyler Schroeder, Executive's Office, stated they would like to update the Board members on the following:

- The response from the Health Department and the Unified Command
- A grant opportunity that will be brought before the Council
- Update the Board members on issues that they asked at the last meeting related to an increase in the emergency budget
- An update from Human Resources on policies on teleworking
- An update from the Policy board meeting that took place this morning

John Wolpers, Health Department, stated the County is moving forward with transitioning to the Unified Command and will be operating completely in the Unified Command as of Wednesday, March 18, 2020. They have come up with incident objectives on the Incident Command System Form 202. He read those into the record.

- Prevent and mitigate the spread of COVID-19
- Provide essential medical screening and care
- Provide for the most vulnerable members of the community
- Ensure adequacy of first response personnel resources
- Maintain essential services including identifying critical function services such as power, water, sewer, and utilities
- Establish a communications plan
- Establish an incident security plan

They have decided on specific individuals who will serve in the different sections including the planning section, the operations section, the logistics section and the admin finance section. He named other people who are involved in the different aspects of the Unified Command and the capacity in which they serve. He stated they have set up a Joint Incident Command and named specific people serving in various roles. There is a call happening today between the hospital and some primary care providers and they will learn more about that call later. Their operational period started Monday at 9 a.m. and will go till 9 a.m. the following Monday. They also have briefings at the Unified Command happening daily at 9 a.m.

He spoke about logistics including requests for personal protective equipment (PPE) and delegation of tasks. They have been discussing whether they need to set up a call center, a border task force, and how law enforcement will work. In Unified Command they will be using Incident Command System forms, and I.T. is setting up emails for various groups. He described other issues the Health Department is dealing with on top of COVID-19.

He and Astrid Newell answered questions from Board member Byrd about how many tests we have, whether we have established a secondary hospital location, what our strategy is to get out of this as quickly as possible, and what is the timeline for that. It could take quite a few months.

Staff answered three questions that were sent to them earlier from Board member Donovan:

Question #2- Housing: Do we need to (and can we) take steps to restrict / limit evictions of renters over the next 60 or so days? Either with an emergency moratorium and / or increased access to rental assistance? Seems like as people lose paychecks, this might be an issue, and the last thing we want are more people without shelter. Anne Deacon, Health Department, stated they could check into it and the Health Board could make recommendations to landlords. (21:46)

Question #3 - Testing: When results come back positive (3 so far?), how much is put into backtracking and gathering information about the person's contacts, and how public can that be? Is that work all done by our PH folks, and / or by the person's primary care providers? Moreover, as the positives increase, do we have staff to keep up with that or do we need emergency hires to keep pace. Astrid Newell, Health Department, described the procedures the Health Department is following and spoke about limited testing capacity. They can process 24 tests per day with staffing at the Health Department and are

reserving them for those who don't have another option. More test kits are being distributed to health care providers so they hope testing capacity will be expanded. (22:41)

Question #1 - Criminal Justice: Do we need to take measures, or at least get more information on contingency planning, regarding operation of our criminal justice system. Specifically, are we increasing risks by transporting people to other jails? Can we lower risks by further reducing who is incarcerated, and/or by releasing people who have a safe place in the community to go? Will courts be changing / reducing operations in ways that will affect how long people are held pre-trial?

John Gargett, Whatcom County Sheriff's Office Division of Emergency Management, and Bill Elfo, Whatcom County Sheriff, said they will continue to send inmates to Kittitas, they've increased booking restrictions, made changes in who is booked into jail, working with the Prosecuting Attorney on handling DUI cases and on resuming some hearings for accepting plea agreements. There are currently only four evictions and they have been returned to the courts with a request that they be delayed.

Cindy Hollinsworth, Health Department, answered a question about why the Health Department will no longer report locations of possible exposure to COVID-19 and whether it is helpful? She stated it doesn't help for people to know specifics because they could be exposed in many other places too. Their goal is to reinforce to people to stay home if you're sick and work from home if you are able.

Buchanan asked about the grant (memo attached to the Meeting Details)

Deacon spoke about what the County might use the grant for. The specific purpose of the money is to meet the unmet needs for quarantine and isolation housing or those living unsheltered or otherwise in need of quarantine or isolation housing. They will work through the Unified Command System and has a time period. She described possible uses and stated that they have been encouraged by the Department of Commerce to ask for what they need even if it is not specifically requested or outlined in the contract and to ask for more if necessary. She described where the money comes from and plans for using the money. Everything will go through the Unified Command and in order to spend the money, an emergency ordinance will come before the council next week.

Elenbaas followed up on his question about knowing specific locations people have been who have tested positive. Hollinsworth stated we don't

want to give people a false sense of security.

Schroeder spoke about an emergency budget allocation for \$250,000 and stated it will be on the agenda on the 24th. They also added language that would allow the Executive to transfer money to other offices as needed, and they added the \$900,000 grant revenue.

He spoke about the following:

- Human Resources policies on teleworking and sources that are available for staff.
- Purchasing PPE equipment with the funds that were already allocated. There was a conversation yesterday to see what was needed for first responders and elderly care facilities. As of today, 200 visors for first responders and 600 respirators have been purchased. They set up a protocol under Unified command to make those decisions.
- The Executive order issued yesterday to establish essential services and to limit in-person services as soon as tomorrow morning. Department heads have established what services can be provided remotely. Most will close in-person services but Whatcom County Government will continue to be open.

He answered a question about when we will receive the visors and respirators.

Kershner stated that the Medical Reserve Corp has up to 50 volunteers who are ready to help in our community if called upon.

Elenbaas moved to request that the Health Department report specific locations to the public, of possible exposure to COVID-19 from people that have tested positive if that information is known. The motion was seconded.

Newall and Wolpers stated there would need to be a policy discussion before deciding that.

Board members discussed the motion and asked about information that the Health Department is giving to the public.

Donovan moved to call the question. The motion was seconded.

The motion to call the question carried by the following vote:

Aye: 6 - Donovan, Elenbaas, Frazey, Kershner, Browne, and Buchanan

Nay: 1 - Byrd

The motion failed by the following vote:

Aye: 3 - Elenbaas, Kershner, and Byrd

Nay: 4 - Donovan, Frazey, Browne, and Buchanan

Sidhu spoke about the motion and his support of the Health Department's decision.

Set when we want to meet again.

Board members discussed setting the next meeting of the Special Health Board on Thursday, March 19, 2020 at 1 p.m.

Sidhu stated that getting answers to questions can happen outside of a meeting.

Byrd moved to request the Unified Command to immediately establish a secondary location as a hospital so that we can handle any increase in health services. The motion was seconded.

Wolpers stated it will be discussed at Unified Command and he will be taking questions to them too.

Board members discussed the motion.

The motion carried by the following vote:

Aye: 5 - Elenbaas, Frazey, Kershner, Buchanan, and Byrd

Nay: 2 - Browne and Donovan

Board members concurred that they will meet on Thursday at 1pm.

Byrd moved that we immediately establish a dedicated testing location and begin requesting that any individuals who have symptoms are encouraged to go to that location for tests.

Donovan moved to adjourn.

The motion to adjourn carried by the following vote:

Aye: 4- Frazey, Browne, Buchanan, Donovan

Nay: 3- Kershner, Byrd, Elenbaas

This agenda item was DISCUSSED. See Minutes or Action Details.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 2:14 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Health Board Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-045

File ID:	MIN2020-045	Version:	1	Status:	Agenda Ready
File Created:	03/20/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Special Health Board for March 19, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Special Health Board Mar 19 2020

Whatcom County Council as the Health Board (Special)

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



Minutes - Draft Minutes

VIRTUAL MEETING - PUBLIC ENCOURAGED TO VIEW ONLINE

Thursday, March 19, 2020

1 PM

Council Chambers

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Health Board Chair Barry Buchanan called the meeting to order at 1 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington (via web conference call).

Roll Call

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

Absent: None

Special Presentation

1. [AB2020-116](#) Update on COVID-19

Tyler Schroeder, Executive's Office, gave a brief summary of the agenda.

John Wolpers, Health Department, gave an update on the Unified Command:

- They have been creating more branches under the Unified Command and filling various positions
- They have looked at their objectives and changed some.
- They received questions from Councilmembers and provided answers via an email.
- There are currently seven confirmed cases of COVID-19 in Whatcom County and there have been 220 negative test results.
- He stated the process for questions. Tyler Byrd will gather questions and relay them to the Joint Information Center (JIC).

Schroeder spoke about tracking the questions that have been turned in and how they will be answered.

Deb Slater, Joint Information Center, asked what the questions were that Schroeder referred to and Schroeder read them.

Elenbaas asked about getting timely information and whether the seven confirmed cases include the two confirmed cases from Lummi.

Wolpers stated that all information will be pushed out through the Joint Information Center and Councilmembers are a priority on the distribution lists. The two cases from Lummi are not counted in the seven because they were being followed up on and counted by King County.

Slater gave Board members the JIC email but prefers they to use Byrd as the liaison. She encouraged them to attend daily briefings at 9 a.m.

Buchanan stated the Council is not invited to that because of quorum issues.

Karen Frakes, Prosecuting Attorney's Office, clarified that if councilmembers are just passively listening it's not an issue.

Byrd asked if press releases from the JIC could be sent via email to elected officials an hour or two ahead of other recipients so that they are prepared to answer questions from the public. He stated he noticed that there are State agencies who are doing fever testing before people come into their offices and whether it is possible to set up nursing homes to do fever testing.

Wolpers stated it makes sense and he would have to look into it and talk to Unified command. They may look at doing thermometer testing of people coming into the Unified Command. They don't have them currently but could probably get them.

Byrd referenced conversation on Tuesday, March 17 about setting up an emergency overflow hospital system similar to King County and asked whether there is additional information or movement on that.

Wolpers stated he has had no direct contact yet with the hospital. He thought a hospital representative would be at the Unified Command this morning but there was not.

Charles Prosper, Peace Health Northwest Chief Executive, from St. Joseph Hospital, stated that Robert Taylor, the hospital representative, has been a participant in the incident command process. He is working under the operations section chief and that's where the hospital's updates are being delivered.

Bill Elfo, Whatcom County Sheriff, stated that a large part of the planning is to ensure that the hospital is not overwhelmed with a surging need for space. The hospital is very essential to the process.

Prosper stated the hospital is more than happy to have organizational structure revised but they have been at every meeting they have been invited to.

Rud spoke about a recent visit to the doctor at which he was concerned

about the following of guidelines as he would expect under these circumstances.

Frazey stated they would like to see Peace Health involved in the 9am briefings and on every level of the Unified Command.

Prosper stated they would be more than happy to participate at any level requested. Their primary function right now is to protect their care givers and providers, and said they would be virtually present at meetings to maintain safety and be a role model and will participate at the 9am briefings.

Byrd stated their participation is crucial and they can help each other.

2. [AB2020-151](#) Update from Peace Health on COVID-19

Charles Prosper, Peace Health Northwest Chief Executive, gave an update. He stated they have been doing this type of disaster planning for a while with other viruses. They have had their incident command structure in place for over a week and a half in terms of in-person activities but they've been planning for months. The hospital currently has an adequate number of supplies in the hospital for every patient encounter but supplies are days on hand. There is a nationwide shortage so they've been focused on conservation strategies and careful control of those supplies so they don't disappear or get overused. They are looking at taking care of nurses, doctors, and other caregivers, at sick leave and time off policies and strategies to connect caregivers to childcare services. The fundamental practice is to send resources where the demand is greatest. Seattle is reaching 100% of capacity and 100% of their available ventilators on hand so if there is going to be a State allocation of resources, they will go to Seattle first because that is where the need is.

Frazey asked whether there is an exclusive contract for Quest to do testing and whether they can only do 50 tests a day.

Prosper stated at first all test were done through the State lab at first, but as soon as commercial labs became available they began to utilize Quest because of the ability of those tests to come back and interface with medical records. It's important that results come back to the testing doctor. Everyone is experiencing delays in results.

Browne spoke again about doctors wearing masks when getting near a patient's face and asked why the hospital only has a few days' supply of Personal Protection Equipment (PPE) if they have been preparing for months.

Prosper apologized for the doctor/patient encounter that Browne had and explained why he doesn't believe a mask is needed in such an interaction. He stated there have been pleas to tell the general public not to hoard PPE, but despite efforts to over-order it's been unsuccessful because of supply and demand as opposed to a lack of preparation.

Elenbaas stated the Health Officer and Health Department are responsible for protecting the citizens of Whatcom County and not Peace Health, but we've been asking for specific numbers and just hearing "adequate." It's important to get more definite answers in order to protect the citizens of Whatcom County. The hospital has been aware of questions asking for specifics but the questions have not been answered. We have funding sources and the ability to help you so the more information, the better we can all plan.

Prosper stated they have been submitting supplemental requests to the Unified Command. He spoke about surge capacity, the needed equipment and environment for patients requiring intensive care, and the steps the hospital has been taking including setting up alternate sites of care to potentially triple the capacity of their ICU, and working with all members in the medical community to see if they can contribute their own medical protection equipment.

Byrd asked about using the vacant St. Luke's building for extra capacity if it was cleaned up, whether outdated masks at the hospital could be exchanged out with new masks the county is getting for front line individuals, whether their main restrictions are beds and ventilators, whether they have seen an uptick in the number of calls or people coming to the hospital, whether the Unified Command has access to that information, and whether the hospital is doing temperature testing for people and staff coming into the building and doing tent screening

Prosper stated that the St. Luke's facility is not a good environment for patient care. With respect to supplies, they are doing an inventory of all supplies and have an algorithm as to when supplies should be used. Some old masks are still viable. They might be able to have dialogue about exchanging of resources. Emergency room volume has dropped. People are getting the message not to come in to the ER and are seeking care elsewhere. They have been doing symptom reviews at the door but are within 24-48 hours of being able to do full temperature testing at the door. Tent screenings have been used in other communities only if you have a physician order and they've met those needs in the current medical group settings such as doctor offices, walk-in clinics and the Emergency

Department. They re-evaluate the demand every four to six hours.

Board members, Erika Lautenbach, Health Department, and Cathy Halka, Council Office, discussed where they are working from, following up and engaging with the hospital to get updates, Board members listening to the 9 a.m. briefings and getting a link to be able to join the call.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 1:55 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Health Board Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-046

File ID:	MIN2020-046	Version:	1	Status:	Agenda Ready
File Created:	03/20/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Special Council for March 19, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Special Council Mar 19 2020

Whatcom County Council (Special)

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



Minutes - Draft Minutes

VIRTUAL MEETING - ESTIMATED START TIME OF 2 P.M.

Thursday, March 19, 2020

2 PM

Council Chambers

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

Call To Order

Council Chair Barry Buchanan called the meeting to order at 1:56 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington (via web conference call).

Roll Call

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

Absent: None

Committee Discussion

1. [AB2020-117](#) Discussion of strategies related to COVID-19

Mike Cohen, Bellingham Food Bank Executive Director, briefed the Councilmembers about where they are at and why they've needed to suspend operations. They do not have the capacity to safely get food to the families who need it while trying to follow Health Department and CDC recommendations. He's been working with the Unified Command and the Whatcom Community Foundation to come up with a multi-site distribution plan as early as next week. They would be at a different location every afternoon or evening Monday through Friday with pre-packed boxes built at the food bank and delivered to sights which yet need to be determined. They would use community staff volunteers to distribute in a drive-up modality. They are coming up with a plan for walk-up or bike-up people and for delivering to people who are homebound. He discussed with Councilmembers about what percentage of clients are walk-up, bike-up and delivery, trying to parallel locations with Bellingham Public Schools, why public schools can distribute food but the food bank cannot, whether they model the schools, the decline in available food bank staff and volunteers, whether the main reason for suspending operations was not enough people to put packages together, whether food recipients are required to give their name and whether names can be used to organize safe distribution.

Cathy Halka, Council Office displayed a letter written to the governor by Whatcom County Treasurer and read into the record an email from Oliver (on file) written to Council about legal and practical issues around property taxes:
(from the email)

1. Due Date Extensions - legal and bond counsel of other counties have begun to raise a number of legal issues around the idea of a blanket due date extension, which I believe the County Treasurer has the authority to order under the current statewide declared emergency.
2. Penalty and Interest Waivers - I'd like to advance the idea that the County Council may have some broad authority (not in law) to suspend collection of property tax penalty and interest based upon the fact that ALL of those revenues accrue directly to the County Current Expense Fund.
3. Temporary Modification or Suspension of Property Tax Foreclosure Proceedings
4. Taxpayer Payment Plans (new changes in law)

Steve Oliver, Whatcom County Treasurer, discussed with Council several options and ideas for helping the community and whether the Council would be interested in pursuing any of them, the economic impact the COVID-19 virus will have on people, and asking area banks to offer temporary suspension of debt payments (16:26)

Elenbaas moved that the council make a press release that in collaboration with the Treasurer's Office we will work within the bounds of the law to address property taxes appropriately given the current hardship the COVID-19 emergency has caused and we will have a final conclusion by "X" time. The motion was seconded. (34:42)

Browne suggested friendly amendment: I propose a friendly amendment to Mr. Elenbaas, motion.

I move we ask Mr. Oliver to draft a policy that we can vote on at our April 7th council meeting. The policy would be along the lines of:

1. The policy would accept a signed statement of self-certification of hardship due to job loss or COVID-19 related illness or quarantine.
2. Once accepted the citizen would be given a 90-day extension to pay their property taxes without penalty or interest.
3. At the end of the 90-day period they could provide a second signed statement of self-certification of hardship if applicable that would allow for a second 90-day deferment.
4. In addition, for the next 12 months we will decline to pursue foreclosures for unpaid property taxes (extending the current 3-year period to 4-years).

Elenbaas **did not accept the friendly amendment.**

Councilmembers and Oliver discussed the motion, the suggested amendment, possible options, whether this can be added to the Council Agenda on Tuesday, March 24, a timeline for the County Treasurer to draft a policy and come back to the Council, deciding on the 24th what the press release should say and waiting until April to draft policy.

Elenbaas moved to call the question. The motion was seconded.

The motion to call the question carried by the following vote:

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

Nay: 0

Elenbaas restated his motion but amended it to remove the timeline for a final conclusion. He ***moved*** that the council make a press release that in collaboration with the Treasurer's Office we will work within the bounds of the law to address property taxes appropriately given the current hardship the COVID 19 emergency has caused ~~and we will have a final conclusion by X time.~~

Elenbaas' motion carried by the following vote:

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

Nay: 0

Byrd stated we need blood donations and we should work with local banks and credit unions to suspend debt payments for loans.

Kershner moved that they consider asking the Planning Department to review the email sent to the Council today from the Building Industry Association of Whatcom County and Whatcom County Association of Realtors regarding some suggestions for extending permits, development time, and social distancing and let us know next week if there are any of those ideas that they can implement. (59:51)

Kershner withdrew her motion and councilmembers concurred to have a discussion added to the agenda on the 24th.

Halka stated she would send the invitation link to the daily 9 a.m. COVID-19 briefings.

This agenda item was DISCUSSED AND A MOTION WAS APPROVED.

Other Business

There was no other business.

Adjournment

The meeting adjourned at 2:59 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: MIN2020-047

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File Created:	03/27/2020	Entered by:	KFelbing@co.whatcom.wa.us		
Department:	Council Office	File Type:	Minutes Consent		
Assigned to:	Council	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Regular County Council for March 24, 2020

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NA

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Council Mar 24 2020

Whatcom County Council

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



Minutes - Draft Minutes

ENCOURAGED TO VIEW ONLINE; AGENDA REVISED 3.23.2020 (SEE REVISION N

Tuesday, March 24, 2020

2 PM

Council Chambers

COUNCILMEMBERS

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

CLERK OF THE COUNCIL

Dana Brown-Davis, C.M.C.

COUNTY COUNCIL

CALL TO ORDER

Council Chair Barry Buchanan called the meeting to order at 2 p.m. on a virtual meeting and played in the Council Conference Room 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

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

Absent: None

ANNOUNCEMENTS

EXECUTIVE'S REPORT

Satpal Sidhu, County Executive, reported on the following:

(COVID RELATED)

- He thanked the Unified Command, the Health Department and volunteers; gave a summary of the steps the County has taken up to this point; and spoke about the groups and individuals in the command structure.
- The count of positive cases in Whatcom County is as expected and we should brace for things to get worse before they get better.
- Follow-up when someone tests positive.
- Work with the border to allow for essential travel and services.
- A limited supply of personal protective equipment (PPE) and test kits at the Unified Command and the work to keep the supplies flowing from Federal, State, FEMA, and private sources.
- Improvement in test result turn-around time.
- The need for trained front line medical professionals, nurses, skilled nursing facility workers, first responders, and care givers.

(NON-COVID RELATED)

- Economic impacts which will be the biggest issue after the medical emergency is over.
- Suspension of the Needs Assessment efforts for the Public Safety Health and Justice Facility contract.
- The Green Apple project, housing crisis and construction, and land use policy,

- Taking advantage of stimulus package programs by preparing a list of shovel-ready projects and requesting Council approval of funds to get current projects to shovel-ready status.
- Getting Whatcom County employees set up with County computers as they are asked to telecommute. Several employees can be reassigned to the Health Department or the Unified Command.

He answered questions about whether his statement about things getting worse is a general statement or whether it refers to something specific in Whatcom County, and whether he knows where today's new positive COVID-19 cases came from or whether they were concentrated in one spot.

PUBLIC HEARINGS

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

Tyler Schroeder, Executive's Office, briefed the Council on the agenda item. Sidhu spoke about what the grant can be used for and the fact that it could get pulled and used by the governor for different purposes since money is currently being shuffled during the health crisis. He will keep up on that.

Donovan moved that the Resolution be approved. The motion was seconded.

Sidhu answered questions about the criteria for deciding how the money is allocated.

Donovan withdrew his motion in order to receive public hearing comments.

Buchanan opened the public hearing.

Dana Brown-Davis, Clerk of the Council, read the names of those who submitted comments for both this item and AB2020-154 into the record. The following people provided testimony before the meeting via email:

- Suzanne Mildner
- The Opportunity Council
- Satpal Sidhu
- The Department of Commerce
- Wendy Harris

Donovan moved that the Resolution be approved. The motion was seconded.

Councilmembers and Sidhu discussed the Resolution, whether the County qualifies for the grant, how applicants should be aware of the implications of accepting the grant in light of this health crisis, whether the County pays for the upfront application process, and how this item and AB2020-154 are related to each other.

Donovan's motion that the Resolution Requiring a Public Hearing be APPROVED carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2020-011

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

See public commenters for this item under AB2020-121.

**Donovan moved and Browne seconded that the Resolution be APPROVED.
The motion carried by the following vote:**

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Enactment No: RES 2020-012

OPEN SESSION

The following people submitted comments via email for Open Session:

- Allison Calder
- Louise Cassidy
- John Lesow

OTHER ITEMS

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

Browne moved and Donovan seconded that the Contract be authorized.

Byrd moved to hold in Council. The motion was seconded by Kershner.

Sidhu and Schroeder answered questions about whether the contract is time

sensitive, whether a contract has already been signed, and whether the contract is for the land.

Byrd's motion that the Contract be HELD IN COUNCIL carried by the following vote:

Aye: 5 - Buchanan, Byrd, Donovan, Elenbaas, and Kershner

Nay: 2 - Browne, and Frazey

Absent: 0

2. [AB2020-118](#) Ordinance amending the 2020 Whatcom County Budget, request no. 6, in the amount of \$339,615

Frazey moved and Donovan seconded that the Ordinance be adopted.

Councilmembers, Sidhu and Schroeder discussed how budget requests are presented to the Council as a group of items as opposed to each item individually, an explanation about the swift creek request, having information on how each request in the ordinance would impact the budget, whether any of the requests have a timeline and need to be approved today, and getting a future update on how much the Humane Society costs the County.

Frazey's motion that the Ordinance be ADOPTED carried by the following vote:

Aye: 5 - Browne, Buchanan, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

Abstain: 1 - Byrd

Enactment No: ORD 2020-009

3. [AB2020-119](#) Ordinance establishing the Swift Creek Capital Projects Fund and establishing a project based budget for Swift Creek Capital Projects

Browne moved and Donovan seconded that the Ordinance be ADOPTED. The motion carried by the following vote:

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

Nay: 0

Absent: 0

Enactment No: ORD 2020-010

4. [AB2020-120](#) Ordinance authorizing an interfund loan to finance cash flow for the Swift Creek

Capital Projects Fund

Donovan moved and Frazey seconded that the Ordinance be ADOPTED. The motion carried by the following vote:

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

Nay: 0

Absent: 0

Enactment No: ORD 2020-011

5. [AB2020-140](#) Request approval for the Council Chair to sign on behalf of the Council the 2020 PIC (Pollution Identification and Correction) Program introductory letter

Erika Douglas, Public Works Department, answered questions about who gets this letter and whether it's only for those suspected of polluting. It typically goes out to all landowners in the area unless there are only a few landowners they would like to reach about a particular hotspot.

Donovan's motion that the REQUEST be APPROVED carried by the following vote:

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

Nay: 0

Absent: 0

6. [AB2020-127](#) Request authorization for the County Executive to enter into an interlocal agreement amendment between Whatcom County and the City of Lynden to remove Yakima County Jail and add Kittitas County Jail as a Correctional Facility utilized by Whatcom County

Frazey moved and Kershner seconded that the Interlocal be AUTHORIZED. The motion carried by the following vote:

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

Nay: 0

Absent: 0

7. [AB2020-128](#) Request authorization for the County Executive to enter into a contract amendment between Whatcom County and the Whatcom Humane Society to extend the term of the agreement an additional eight months through December 31, 2020

Donovan moved and Frazey seconded that the Contract be AUTHORIZED. The motion carried by the following vote:

Aye: 6 - Browne, Buchanan, Byrd, Donovan, Frazey, and Kershner

Nay: 1 - Elenbaas

Absent: 0

8. [AB2020-133](#) Request authorization for the County Executive to amend a contract between Whatcom County and Washington State Military for the FY2017 Operation Stonegarden Program grant extending the expiration date, revising Key Personnel, and adjusting grant timeline dates

Sidhu answered a question about getting further information to the Council on this item.

Kershner moved and Byrd seconded that the Interlocal be AUTHORIZED.

The motion carried by the following vote:

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

Nay: 0

Absent: 0

9. [AB2020-134](#) Request authorization for the County Executive to enter into a contract between Whatcom County and the City of Bellingham to provide administrative oversight of the Domestic Violence Perpetrator Opportunity for Treatment Services in the amount \$100,000

Frazey moved and Donovan seconded that the Interlocal be AUTHORIZED.

The motion carried by the following vote:

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

Nay: 0

Absent: 0

10. [AB2020-152](#) Discussion regarding rental eviction proceedings associated with COVID-19 public health emergency

Anne Deacon, Health Department, briefed the Council on what she knew. Councilmembers discussed the item and working with homeowners and renters going forward.

This agenda item was DISCUSSED.

11. [AB2020-149](#) Emergency ordinance amending the 2020 Whatcom County Budget, request no. 8, in the amount of \$1,155,821

The following people spoke:
Satpal Sidhu, County Executive
Anne Deacon, Health Department

They and Councilmembers discussed an explanation of the ordinance which

addresses \$250,000 approved at the last regular Council meeting and a grant through FEMA, the focus and eligible costs for the grant money, and what the money has been used for so far. Deacon stated they have relocated the Lighthouse Mission's drop-in center to Bellingham High School, there is contract in process with the school district to help reimburse some of their costs, there is a contract with the Lighthouse Mission to help support the addition of more staff to provide oversight, and working through Unified Command on these issues and for quarantine and isolation space.

She and Sidhu answered questions about where that quarantine space will be, the total capacity of the new high school shelter, whether they have given any consideration to a suggestion to use trailers for housing people, whether the funds can be used just for those who are homeless or for anyone in quarantine or isolation, why the plan for the Shuksan care facility is to continue to care for patients who are well in the same facility as people who are sick and whether those who are not confirmed can be removed and placed in isolation in a hotel until it's determined whether they are positive for the virus or not, whether the funds can be used for that purpose, whether the Medical Reserve Corps could be activated to help with the care facility, whether it is the Unified Command that is handling what happens to the individuals of the care facility or the Health Department, how this ordinance relates to two upcoming proposed emergency ordinances (AB2020-161 and AB2020-162), and how the use of the money will be directed.

Kershner moved that the Emergency Ordinance be adopted. The motion was seconded by Donovan.

Discussion continued on the authority for transferring and using the funds, and getting more information in the future on Whatcom County's financial system and how it works.

Kershner's motion that the Ordinance be ADOPTED carried by the following vote:

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

Nay: 0

Absent: 0

Enactment No: ORD 2020-012

12. [AB2020-153](#) Request authorization for the County Executive to enter into an interlocal agreement between Whatcom County and Washington State Department of Commerce for emergency housing funding necessary to immediately respond to the COVID-19

outbreak, in the amount of \$905,821

Kershner moved and Donovan seconded that the Interlocal be AUTHORIZED. The motion carried by the following vote:

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

Nay: 0

Absent: 0

13. [AB2020-155](#) Discussion regarding property tax law as it related to COVID-19
- Steve Oliver, County Treasurer, submitted a handout (on file) and briefed the Councilmembers on a Draft Whatcom County 2020 First Half Property Tax Collection Plan.

The following people were also a part of the discussion:

Karen Frakes, Prosecuting Attorney's Office
Brad Bennett, Administrative Services Department
Satpal Sidhu, County Executive

They and Oliver answered questions about and Councilmembers discussed the authority of the Treasurer and whether decisions will need Council authorization, being clear that suspension of property tax foreclosure proceedings refers to property tax non-payment as opposed to mortgage non-payment, whether they can come to an agreement with businesses on how they pay taxes, what percentage of our property taxes not getting paid would we have to hit before we have to think about tightening the belt on the budget and whether that percentage would be covered by the 30% of tax payments which are paid automatically by mortgage companies, whether the Treasurer has had to deal with any changes like these before, how small businesses will be helped, protecting the government infrastructure, looking at the budget to see what is not necessary for government functions, and the possibility that the County will have to borrow money from commercial sources or from other County funds.

Kershner moved to ask the administration to start looking at their budget and figuring out what things are non-essential to continuing our government in a functioning manner and looking for any possible reductions. The motion was seconded.

Byrd suggested a friendly amendment that this could be done as soon as possible and asked how much could be cut from the budget.

Bennett stated a lot of money is restricted for a particular purpose and there is maybe less flexibility than it appears.

Councilmembers continued to discuss the motion.

Kershner restated her motion and Buchanan read into the record to ask the Administration to begin looking at where reductions in costs could be made as we navigate this crisis and anticipate reduced tax revenue.

Councilmembers discussed when this should be done and whether Finance could bring some ideas within two weeks.

Sidhu stated that 70% of the money the County spends is on personnel and 30% on on services and things that they buy. They will come back in a couple weeks and share ideas of what can be done in the short and long term. Input from the Council will be important as they develop the 2021-2022 budget.

Councilmembers concurred that getting ideas from the Administration in two weeks would be good but they would leave some flexibility in that.

The motion to carried by the following vote:

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

Councilmembers and Oliver discussed waiting for a week or more so the Treasurer can work with the Executive's Office and craft a plan that is responsive and more meaningful to the people, how the Whatcom Transit Authority (WTA) no longer charging fees is affecting revenue, and how the WTA is being managed.

This agenda item was DISCUSSED AND A MOTION WAS APPROVED.

14. [AB2020-156](#) Discussion with PDS regarding ideas received from the BIAWC related to health order essential function

Kershner briefed the Councilmembers on a request received by the Building Industry Association of Whatcom County (BIAWC) and the Whatcom County Association of Realtors asking that the Planning Department consider their industries during this crisis.

Mark Personius, Planning and Development Services Department Director, spoke about recent communication with the BIAWC and the Relators, described how his department is still operating and available for processing permits, how they are adapting during the crisis, the fact that the current

code already addresses building and land use permit extensions, expedited review of repeat designs, a point of contact in the Planning Department, the progress of the new online permit system, and inspection protocols in place that meet Health Department recommendations.

He answered questions and Councilmembers discussed whether construction companies and mortgage finance title companies are on the essential list, what kind of construction may continue at this time, whether an ordinance should be crafted that would give a blanket statement that any deadline that was due in March or April will be extended by 60 days, the fact that Hearing Examiner hearings have been canceled which will delay land use and shoreline permits which then will delay permit reviews.

This agenda item was DISCUSSED.

15. [AB2020-160](#) Presentation from Lummi Nation related to COVID-19

The following Lummi Indian Business Council members joined the call:

Celina Phair
Nickolaus Lewis
Travis Brockie, Vice Chair

They, Councilmembers, and Satpal Sidhu, County Executive, discussed an update on what the Lummi Nation has done to deal with the COVID-19 crisis, how they compare with the rest of the County in their efforts and their need for supplies, their pursuit of building an alternate site for treating low acuity patients, acknowledgement for their aggressive and swift action, whether there is a possibility of using the casino as a field hospital, facilitating conversations between governments, the fact that Lummi is not on the hospital network so they are not able to get medications and supplies from vendors who won't take them as new clients, low medical supplies despite a request made through the county Emergency Operations Center (EOC), whether their relationship with the State of Washington as a sovereign nation means their requests go directly to the State instead of to the County, the viability of expired personal protective equipment, the governments working together cooperatively, ways they are handling their elder care facility that the County could learn from, offering hazard pay for health care workers, how many positive COVID-19 cases they have, whether they are using the County Health Department to get tests and whether they will test everyone, and whether their testing statistics have been included with the County's statistics.

This agenda item was PRESENTED AND DISCUSSED.

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers discussed scheduling the next special meeting. They agreed to meet on Thursday, March 26, 2020 at 1 p.m. and to cancel the regularly scheduled Health Board meeting on March 31 and schedule a special meeting on that day at 1 p.m.

Byrd asked about the plan for the people who are still in the Shuksan care facility and **moved** to request that the Health Department give an update about their plans for handling people who are either sick or not sick in the Shuksan facility. The motion was seconded.

Browne suggested a friendly amendment to get information on all county care facilities.

Byrd accepted the friendly amendment.

Councilmembers agreed to make a list of questions and email them to Council Office staff for the next meeting.

The amended motion carried by the following vote:

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

Nay: 0

Byrd moved that the Health Department provide location information for any confirmed or suspected positive COVID-19 cases to first responders so they know about it when they respond to a call. The motion was seconded.

Councilmembers discussed the motion.

The motion carried by the following vote:

Aye: 5 - Buchanan, Byrd, Elenbaas, Frazey, and Kershner

Nay: 0

Abstain: 2 - Donovan, and Browne

Sidhu stated that first responders should just assume they are going to a positive call unless they hear otherwise.

ADJOURN

The meeting adjourned at 6:04 p.m.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WA

Dana Brown-Davis, Council Clerk

Barry Buchanan, Council Chair

Kristi Felbinger, Minutes Transcription



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-129

File ID:	AB2020-129	Version:	1	Status:	Agenda Ready
File Created:	03/05/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council	Final Action:			
Agenda Date:	06/16/2020	Enactment #:			

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

TITLE FOR AGENDA ITEM:

Requests confirmation of the County Executive's appointment of Steven Groen to the Agricultural Advisory Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached application

HISTORY OF LEGISLATIVE FILE

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



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	steven
Last Name	Groen
Today's Date	2/1/2020
Street Address	1000 barnhart Rd.
City	Lynden
Zip	98264
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	3607082123
Secondary Telephone	Field not completed.
Email Address	sgroen.sg@gmail.com
1. Name of Board or Committee	Agricultural Advisory Committee
Agricultural Advisory Committee Position:	Agricultural Producer
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4

4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<u>resume.pdf</u> - attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Skagit Farmers Supply certified crop advisor and agronomy sales manager, dairy farm owner, beef producer, Whatcom county dairy and crop producer for 27 years.
10. Please describe why you're interested in serving on this board or commission	I am interested in the practical, wise management of our agricultural and resource land and industries. I want a voice and have a wide range of experience that would serve Whatcom residents very well ranging from heavy construction, dairy and crop production, consultation, specialty fertilizer production and sales,
References (please include daytime telephone number):	see attached
Signature of applicant:	Steven Groen
Place Signed / Submitted	1000 Barnhart RD, Lynden, WA 98264

STEVEN J. GROEN

1000 BARNHART RD, LYNDEN, WA 98264 360-708-2123, SGROEN.SG@GMAIL.COM

WORK EXPERIENCE

- G&G Farms** 1983-1984
- ☐ dairy herdsman
- Ferndale Grain** 1984-1985
- ☐ feed mill operator
- Hidden Acres Dairy** 1985-2017
- ☐ owner and co-manager
 - forage, pasture, cattle, business, and crop management
 - bred and developed one of top Jersey cow herds in the United States
 - extensive experience in cattle and crop merchandizing
 - national renown for innovative forage and pasture techniques concerning dairy production
 - vegetable, forage, grain production management
- J & S Progressive Inc.** 1993-1999
- ☐ custom tillage , harvesting, and seeding
 - co-owner, sales and construction project manager
 - heavy equipment operator
 - retail seed sales and dairy management consultation
 - landfill management and record keeping
- Wolfkill Feed and Fertilizers** 1997-2002
- ☐ contracted agronomy consultant
- Northwest Independent Milk Producers board of directors**
- director of a 52 member co-op marketing specializing in the procurement of and marketing of members' milk to numerous processing plants in the PNW resulting in highest pay prices to dairy producers in the US throughout this time period
- Elenbaas Co.** 2000-2011
- ☐ agronomy sales and consulting
 - ☐ dairy feed and dairy supplement sales and consultation
 - developed forage, corn silage, specialty crop fertility and crop protection programs specifically for dairies
 - consultation and sales to fruit producers, grain farmers, and seed producers
 - create and implement with farmers soil fertility and crop protection programs
 - advise dairy, row crop, specialty crop farmers on nutrient management issues
 - .advised and developed financial statements with fruit and dairy farmers to secure financing including lender and third party financial statements
 - national renown for development and implementation of relay cropping practices in PNW corn silage production
- K-oss Inc.**
- President and co-owner of a heavy construction company specializing in state and federally funded demolition projects, trucking, and the management of a construction and demolition landfill
- 2006-2009
2012-2017
- Nachurs Alpine Solutions**
- ☐ Oregon, Washington, and Alaska district sales manager
 - ☐ advised retailers, crop consultants on the complete Nachurs fertility product line and agronomic practices on all forage and food crops
 - ☐ 2015-2016 company leader for growth of specialty fertilizer sales and development
- Skagit Farmers Supply** 2012, 2016-2020
- ☐ agronomy sales and consulting, regional sales management
- Hidden Acres Farm and Consulting Inc** 2018-2019
- Successfully assisted federal bankruptcy court on all issues dairy and farming through a chapter 11 dairy bankruptcy with all creditors satisfied and assisted and consulted throughout the management and asset recovery process

EDUCATION

Lynden Christian High

International Certified Crop Advisor certified by the the American Society of Agronomy

Licensed WA state commercial pesticide consultant, agriculture weed, insects and disease, aquatics, public right of ways, turf and ornamental

Employee management which includes large construction projects, landfill construction and agronomy department management

Extensive knowledge of soil fertility, agriculture, agriculture economics, innovative cropping and animal hi specializing in dairy production, agriculture machinery, and crop protection and cultural practices

Construction project management

Effective communication skills relevant to clients and co-workers

Ability to develop and publish marketing newsletters and literature

Public speaking and Ppt. presentations and create accredited agronomy presentations to industry peers

References

Ben Elenbaas	
Greg Ebe	360-815-5255
Rod Tjoelker	360-815-2013
John and Karen Steensma	
Larry Stap	360-319-2321
Gordon James	360-815-1356



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-130

File ID:	AB2020-130	Version:	1	Status:	Agenda Ready
File Created:	03/05/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Requesting confirmation of the County Executive's appointment of Todd Tyrrell to the Whatcom County Appeals Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See attached application

HISTORY OF LEGISLATIVE FILE

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



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Field not completed.
First Name	Todd
Last Name	Tyrrell
Today's Date	2/11/2020
Street Address	1619 Emerald Lake Way
City	Bellingham
Zip	98226
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	Field not completed.
Primary Telephone	7202758107
Secondary Telephone	Field not completed.
Email Address	toddcolo@live.com
1. Name of Board or Committee	County Appeals Board
County Appeals Board Position:	Lay Member (At Large)
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am currently in the local Mechanical industry - HVAC. I also have experience in roofing, high voltage powerline construction, paving and road maintenance, FAA regulations, and medical facilities/laboratory relocations requirements. I have held a certificate in HAZMAT freight packaging. I hold a Diploma in Powerline Technology from Minnesota Southwest Collage 1982.
10. Please describe why you're interested in serving on this board or commission	I am interested in improving the quality of the construction trades and growth in our community to perform and comply with the codes, rules and specifications required to ensure safety and ensure trust for the public.
References (please include daytime telephone number):	Brent DePauw: 360.739.7021
Signature of applicant:	Todd Tyrrell
Place Signed / Submitted	Bellingham, WA



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-135

File ID:	AB2020-135	Version:	1	Status:	Agenda Ready
File Created:	03/09/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

Primary Contact Email: smildner@co.whatcom.wa.us <<mailto:smildner@co.whatcom.wa.us>>

TITLE FOR AGENDA ITEM:

Requesting confirmation of the County Executive's appointment of David Charleston to the Developmental Disabilities Advisory Board

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See staff memorandum and application

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Staff memo, Charleston application



RECEIVED

MAR 5 - 2020

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

March 5, 2020

TO: Satpal Sidhu, County Executive

FROM: Jessica Lee, Program Specialist, Developmental Disabilities

RE: Nomination for Initial Appointment to the Developmental Disabilities Advisory Board

I am pleased to recommend **David Charleston** for initial appointment to the Developmental Disabilities Advisory Board. (DDAB) The DDAB nominating committee recommended his nomination on 3/4/20.

David brings a wealth of experience as the parent of a child with disabilities and as a board member on various boards and foundations serving individuals with DD. (He previously sat on the County DDAB 20+ years ago!) His references describe him as caring, thoughtful and a skilled communicator.

As you can see, David provides valuable expertise in areas that will assist the Board in its work improving the lives of people with developmental disabilities.

Thank you for considering this nomination for appointment.



RECEIVED

FEB 04 2020

WHATCOM COUNTY
COUNCIL



RECEIVED

FEB 4 - 2020

WHATCOM COUNTY
EXECUTIVE'S OFFICE

COUNCILMEMBERS:
Timothy Ballew II
Barbara E. Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Satpal Sidhu

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: DAVID A. CHARLESTON Date: 02/04/2020
Street Address: 2415 J STREET
City: BELLINGHAM Zip Code: 98225
Mailing Address (if different from street address): _____
Day Telephone: 360-671 5952 Evening Telephone: _____ Cell Phone: 360-510 1682
E-mail address: natures_dave@netzero.net

1. Name of board or committee-**please see reverse:** Developmental Disabilities Board
2. **You must specify which position you are applying for.**
Please refer to vacancy list. Citizen member with knowledge of DD.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) _____ (X) yes () no
4. Which Council district do you live in? _____ () One (X) Two () Three () Four () Five
5. Are you a US citizen? _____ (X) yes () no
6. Are you registered to vote in Whatcom County? _____ (X) yes () no
7. Have you ever been a member of this Board/Commission? _____ (X) yes () no
If yes, dates: 1990-92
8. Do you or your spouse have a financial interest in or are you an employee or officer of any
business or agency that does business with Whatcom County? _____ () yes (X) no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected
office in any jurisdiction within the county? _____ () yes (X) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community
activities, and education.
• Retired Whatcom County Sheriff Office - Inmate Crew Supervisor - 15 years
• Past Board Member Cascade Connections/Cascade Christian Services - 10 years - Current Treasurer
of Cascade Connections Fund - Past Board member of Developmental Disabilities Board Whatcom County
• Parent for 16 years of DD son (deceased) (3 years)
 11. Please describe why you're interested in serving on this board or commission: I am currently volunteering
with Cascade Connections Fund to fund projects supporting needs of extra importance to Cas. Connections
would like to help in any way I can to make known the needs of DD community on a local and
State level.
- References (please include daytime telephone number): Bill Elft - Sheriff 360-778 6600
George Beamblossom - Cascade Connections - 360-305-0421
- Signature of applicant: David A. Charleston

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-136

File ID:	AB2020-136	Version:	1	Status:	Agenda Ready
File Created:	03/09/2020	Entered by:	SMildner@co.whatcom.wa.us		
Department:	County Executive's Office	File Type:	Executive Appointment		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Requesting confirmation of the County Executive's appointment of John Radwanski to the Americans With Disabilities Act (ADA) Compliance Committee

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

See application

HISTORY OF LEGISLATIVE FILE

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



Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	John
Last Name	Radwanski
Today's Date	2/1/2020
Street Address	2125 Snowbush St
City	Lynden
Zip	98264
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	P.O. Box 47 Lynden, WA 98264-0047
Primary Telephone	3609666747
Secondary Telephone	3609666747
Email Address	john.radwanski@comcast.net
1. Name of Board or Committee	Americans with Disabilities Act (ADA) Compliance Committee
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 4
4. Are you a US citizen?	Yes

5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	College degree program in Law and Justice, 20 years Security Hardware experience (locksmith to technical customer service rep. , provided hardware specifications for new construction and remodels to meet ADA requirements), I have been disabled for over ten years and have recently been placed on SSDI because of my disabilities.
10. Please describe why you're interested in serving on this board or commission	I am disabled and with my background and training I can assist others with disabilities by helping make sure that ADA requirements are upheld in the county to make it easier for our disabled citizens to get around barrier free. My law background help me understand the legal terminology within the ADA standards and my background in Security Hardware Allows me to understand the types of hardware required for doors and construction.
References (please include daytime telephone number):	<i>Field not completed.</i>
Signature of applicant:	John D Radwanski
Place Signed / Submitted	Lynden,WA



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-138

File ID:	AB2020-138	Version:	1	Status:	Agenda Ready
File Created:	03/10/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Receipt of application for the Homeless Strategies Workgroup, Homeless Children and Families position, applicant(s): Joel Kennedy (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HOMELESS STRATEGIES WORKGROUP

3 vacancies, 2-year terms: 1 Special populations (representing domestic violence, behavioral health, and/or elder care and medically fragile), 1 Homeless children and families, 1 Schools. The purpose of the workgroup is to identify additional winter shelters and added capacity at year-round shelters, additional opportunities to address the needs of the County's homeless population, and strategies to prevent people from having no other option than to sleep outside. All appointees must live in and be registered to vote in Whatcom County. The Workgroup generally meetings twice a month or as needed. Council appointed.

HISTORY OF LEGISLATIVE FILE

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

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

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Title	Mr.
First Name	Joel
Last Name	Kennedy
Today's Date	3/9/2020
Street Address	1708 Harris Ave
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	PO Box 2114, Ferndale WA 98248
Primary Telephone	(360) 685-3280
Secondary Telephone	Field not completed.
Email Address	joel@kennedy.productions

Step 2

1. Name of Board or Committee	Homeless Strategies Workgroup
Homeless Strategies Workgroup Positions:	Homeless children and families
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
You may attach a resume or detailed summary of experience, qualifications, &	<i>Field not completed.</i>

interest in response to
the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	Self-employed Technology Consultant and Video Producer BA - General Studies / Business / Drama - Trinity Bible College - 1996 BTC Residential Home Inspection Certification Class - 2019
10. Please describe why you're interested in serving on this board or commission	<p>As a father of 8 who has dealt with homelessness on-and-off for the past 10+ years, across three NW WA counties, I believe I am uniquely qualified to help shed perspective and insight on the current housing crisis in Whatcom County, especially as it affects families.</p> <p>My wife and I are college-educated, industrious people, who never shy away from a challenge and try to make the best of a bad situation while seeking to get the most out of life. We built a successful tech-support business on Sound Whidbey, in an economy that never quite recovered from the last recession, but had to shut down that business when we couldn't find affordable housing for our family in the area.</p> <p>After moving up to Whatcom County, our rent was quickly raised from barely affordable to unaffordable in just a few months, and we were forced to move again. With no other options for a family our size, we bounced around from friends' houses to hotels, tents and vehicles for several months until emergency family housing became available last November.</p> <p>We know first-hand what it's like taking care of a family in survival mode while trying to keep spirits up and work toward a better future. I would like the opportunity to help this workgroup accomplish its goals and pave the way to a better future for families and individuals in Whatcom County who are struggling to keep food on the table and a roof over their heads.</p>
References (please include daytime telephone number):	Barry Buchanan (360.778.5010) Kevin Allen-Schmid (406.858.0142) Heather Lindsay (360.312.3882)
Signature of applicant:	Joel D. Kennedy
Place Signed / Submitted	Bellingham, WA

(Section Break)



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-248

File ID:	AB2020-248	Version:	1	Status:	Agenda Ready
File Created:	06/09/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Receipt of application for the Noxious Weed Board, District 3, applicant(s): George Kaas (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

NOXIOUS WEED CONTROL BOARD

1 Vacancy, 4-year term. Must reside in Noxious Weed District 3 and have ten signatures from registered voters in that district.

District No. 3 - North Boundary is Henry, Alder Grove, and Hemmi Rds., South Boundary follows Slater and Bakerview Rds., East and West Boundaries are the same as for Whatcom County.

The Board promotes education concerning management of listed noxious weeds such as tansy ragwort, knapweed, purple loosestrife, knotweed and their impacts on natural resources. Members generally meet every other month

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Kaas application.pdf

EXECUTIVE:
Satpal Sidhu



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

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: GEORGE KAAS Date: 4/16/20
Street Address: 4176 MANALIFE RD
City: BELLINGHAM Zip Code: 98226
Mailing Address (if different from street address): _____
Day Telephone: 360 739-8914 Evening Telephone: _____ Cell Phone: (360) 739-8914
E-mail address: gkaas@comcast.net

1. Name of board or committee-**please see reverse**: NOXIOUS WEED CONTROL BOARD
2. You must specify which position you are applying for.
Please refer to vacancy list. POSITION 3
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
(If applicable, please refer to vacancy list.) ----- ☒ yes ☐ no
4. Which Council district do you live in? ----- ☐ One ☐ Two ☒ Three ☐ Four ☐ Five
5. Are you a US citizen? ----- ☒ yes ☐ no
6. Are you registered to vote in Whatcom County? ----- ☒ yes ☐ no
7. Have you ever been a member of this Board/Commission? ----- ☐ yes ☒ no
If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ----- ☐ yes ☒ no
If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ----- ☒ yes ☐ no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
I AM A SEMI RETIRED SCIENCE TEACHER WITH A BACKGROUND
IN HORTICULTURE AND SOIL SCIENCE. I HAVE BEEN INVOLVED IN
WHATCOM COUNTY

11. Please describe why you're interested in serving on this board or commission: I AM COMMITTED TO
THE PROTECTION AND EDUCATION OF WHATCOM COUNTY LANDS,
ENVIRONMENT AND RESIDENTS

References (please include daytime telephone number): STEVE SEYMOUR (360) 739-2490
SCOTT ELLIS (360) 201-0459

Signature of applicant: [Signature]

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.



Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-249

File ID:	AB2020-249	Version:	1	Status:	Agenda Ready
File Created:	06/09/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Receipt of application for the Drainage District 3, commissioner position 3, applicant(s): Paul Sangha
(application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

SPECIAL DISTRICTS: DRAINAGE

Duties include field review of drainage needs, attending an annual meeting to determine the next year's work schedule and assessment levy, elect internal officers, and review, discuss, or act on any other official and district business. (RCW 85.06 and RCW 85.38.170 and .180)

Drainage District #3

1 vacancy, Commissioner Position 3. Appointed term will expire at the special district general election of February 2022. District boundary generally encompasses the Four Mile Creek/Green Lake area, including tributary drainage to Green Lake along the Central Road and Noon Road.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Sangha application for Drainage District 3.pdf

Subject: Online Form Submittal: Board and Commission Application
Date: Wednesday, May 06, 2020 9:12:09 AM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title Mr.

First Name Paul

Last Name Sangha

Today's Date 5/6/2020

Street Address 6794 Hannegan Road

City Everson

Zip 98247

Do you live in & are you registered to vote in Whatcom County? Yes

Do you have a different mailing address? *Field not completed.*

Primary Telephone 3604105001

Secondary Telephone *Field not completed.*

Email Address Paul.s.sangha@gmail.com

Step 2

1. Name of Board or Drainage District #3

Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 3
4. Are you a US citizen?	Yes
5. Are you registered to vote in Whatcom County?	Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
7. Have you ever been a member of this Board/Commission?	No
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	Yes
If yes, please explain	Own and employed by Mountain View Berries in whatcom county
You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions	<i>Field not completed.</i>

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

Farmer, real estate investor, member of Indian Sikh community

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

I want to help maintain and make sure creeks are being looked after properly and being cleaned as should be. Creek on by our property has not been worked on or repaired in many many years

References (please include daytime telephone number):

Field not completed.

Signature of applicant:

Paul Sangha

Place Signed / Submitted

Everson, Washington.

(Section Break)

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Whatcom County

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

Agenda Bill Master Report

File Number: AB2020-250

File ID:	AB2020-250	Version:	1	Status:	Agenda Ready
File Created:	06/09/2020	Entered by:	JNixon@co.whatcom.wa.us		
Department:	Council Office	File Type:	Council Appointment Requiring Introduction		
Assigned to:	Council			Final Action:	
Agenda Date:	06/16/2020			Enactment #:	

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

TITLE FOR AGENDA ITEM:

Receipt of application for the Homeless Strategies Workgroup, Schools position, applicant(s): Lisa Marx (application deadline for any other applicants for this position is 10 a.m. on June 30, 2020)

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

HOMELESS STRATEGIES WORKGROUP

3 vacancies, 2-year terms: 1 Special populations (representing domestic violence, behavioral health, and/or elder care and medically fragile), 1 Homeless children and families, **1 Schools**.

The purpose of the workgroup is to identify additional winter shelters and added capacity at year-round shelters, additional opportunities to address the needs of the County's homeless population, and strategies to prevent people from having no other option than to sleep outside. All appointees must live in and be registered to vote in Whatcom County. The Workgroup generally meets twice a month or as needed.

HISTORY OF LEGISLATIVE FILE

Date:	Acting Body:	Action:	Sent To:
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Attachments: Marx Application.pdf

Subject: Online Form Submittal: Board and Commission Application
Date: Friday, May 15, 2020 1:14:46 PM

Board and Commission Application

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

Title	Ms.
-------	-----

First Name	Lisa
------------	------

Last Name	Marx
-----------	------

Today's Date	5/15/2020
--------------	-----------

Street Address	490 S State St Apt L
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City	Bellingham
------	------------

Zip	98225
-----	-------

Do you live in & are you registered to vote in Whatcom County?	Yes
--	-----

Do you have a different mailing address?	Field not completed.
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Primary Telephone	360.303.9266
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Secondary Telephone	Field not completed.
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Email Address	lisamarx67@gmail.com
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Step 2

1. Name of Board or	Homeless Strategies Workgroup
---------------------	-------------------------------

Committee

Homeless Strategies Workgroup Positions:	Schools
---	---------

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
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3. Which Council district do you live in?	District 1
--	------------

4. Are you a US citizen?	Yes
-----------------------------	-----

5. Are you registered to vote in Whatcom County?	Yes
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6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?	No
---	----

7. Have you ever been a member of this Board/Commission?	No
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8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?	No
--	----

You may attach a
resume or detailed
summary of
experience,
qualifications, &
interest in response to
the following questions

[Lisa Marx Cover Letter.pdf](#)

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I have worked as outreach for apprenticeship training for 4 years. In this work I have had much experience in working with community partners, schools and much more. Please see attached cover letter
10. Please describe why you're interested in serving on this board or commission	I have always loved volunteering and being involved in my community. Please see attached cover letter.
References (please include daytime telephone number):	Tammy O'Dell: 360.770.3747 Alex Kosmides: 360.739.9103 Fred Sheppard: 360.715.9170 Ext. 1018 Annette Thompson: 361.249.6202
Signature of applicant:	Lisa Marx
Place Signed / Submitted	490 S. State st. Apt. L Bellingham, WA
(Section Break)	

Email not displaying correctly? [View it in your browser.](#)

Lisa Marx

490 S. State St. #L
Bellingham, WA 98225
(360) 303-9266
lisamarx67@gmail.com

May 15th, 2020

Dear Whatcom County Council Members,

I would like to submit my application for the Homeless Strategies Workgroup for schools. I believe I possess the necessary skills and experience you are seeking and would make a valuable addition to your committee.

I have lived in Bellingham, WA for over 30 years. I raised my children here and they are raising their children here. My son currently works for the Bellingham School District and I am a registered volunteer. I am also a registered voter and active volunteer in my community. Some of the organizations I have volunteered for are Lydia Place, Whatcom County Habitat for Humanity, Lighthouse Center, Bellingham Schools and Workforce Northwest.

I am currently a member of the Northwest Carpenters Union Local 70. As an active union member, I have a solid track record of integrity and productivity holding many elected positions at my Local and on committees. At Local 70 I have held the positions of Trustee, Financial Secretary/Treasurer and Delegate. Other achievements include starting and chairing our Sisters in the Brotherhood committee, starting our mentor committee and planning and organizing most of our Local 70 events. I am also an active member of the Regional Council's Finance Committee, Scaffold Caucus Chair, and worked on the Scaffold Negotiations Committee.

Since working for Northwest Carpenters Institute I have gained a lot of experience in community relations, pre apprenticeship, apprenticeship, TERO, School Boards, Career Connections curriculum, OSPI, articulation agreements, Workforce Boards, LNI Apprenticeship Training Council, community resources and more. I truly love bringing people together, building pathways, breaking barriers and inspiring others to see their possibilities. It has been rewarding and inspirational to me. I feel I could continue this work and learn more as a member of this committee.

While employed with Safway Services I was a Safety Representative as well as a Scaffold Erector. In that role I represented Safway on the Bp Cherry Point Safety Committee where I held a position on the Events Planning subcommittee. I also attended the Contractor Safety Council meetings where I

was the chair of their Training Committee. Bp also chose me to be one of their facilitators for their new BASICS safety program. I was very honored as not many contractor employees were chosen to be facilitators.

If you would like to contact some references, I have provided a list below.

I look forward to working with you all should you choose me for this Homeless Strategies Workgroup position.

I appreciate your consideration. Thank you for your valued time.

Sincerely,

Lisa Marx

References:

Tammy O'Dell reference for Lydia Place: Phone (360) 770-3747

Alex Kosmides reference for Workforce NW: Phone (360) 739-9103

Annette Thompson reference for Bellingham Schools: Phone (361) 249-6202

Fred Sheppard reference for Whatcom Habitat for Humanity: (360) 715- 9170